HOGAN & HARTSON LLP

Attorneys for Defendant 875 Third Avenue New York, NY 10022 Phone (212) 918-3000 Facsimile (212) 918-3100

IN THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

TOTALMAR NAVIGATION CORP.,

Plaintiff, Index No. 08-cv-1659 (HB)

-against-ECF Case

ATN INDUSTRIES INC.,

Defendant.

ANSWER, AFFIRMATIVE DEFENSES AND VERIFIED COUNTERCLAIM

Defendant ATN Industries Inc., a Florida corporation ("ATN"), by and through undersigned counsel, hereby files its Answer and Affirmative Defenses for the limited purpose of protecting its property against attachment and to seek security on claims that are being submitted to binding arbitration, and states as follows:

1. ATN admits that this purports to be a case of admiralty and maritime jurisdiction pursuant to Rule 9(h) of the Federal Rules of Civil Procedure, the Convention on the Recognition and Enforcement of Foreign Arbitral Awards and/or the Federal Arbitration Act, but denies that Totalmar Navigation Corp., a Panamanian corporation ("Totalmar"), is entitled to relief. ATN denies all remaining allegations in paragraph 1.

ATN has filed a motion to compel arbitration concurrently with this answer, affirmative defenses and counterclaim, filed without waiver of its rights to arbitration.

- 2. ATN is without sufficient information or knowledge to admit or deny the truth of the allegations in paragraph 2 of the complaint and, therefore, denies them.
- 3. ATN admits it is a corporation organized under the laws of the State of Florida and that it chartered MV Skala, MV Atlantica, MV Rainbow and MV Go Star. ATN denies all remaining allegations in paragraph 3 of the complaint.
- 4. ATN admits the dispute between the parties arises from separate maritime charter party contracts involving the transportation of large dimensional polycarbonate steel water pipes from Shanghai, China to Maracaibo, Venezuela. ATN denies all remaining allegations in paragraph 4 of the complaint.
- 5. ATN admits that it entered into a charter party contract for MV Skala on or about November 23, 2007 with Totalmar. ATN admits that Totalmar attached what purports to be the charter party contract for MV Skala to the complaint as Exhibit 1. ATN respectfully refers the Court to the contract and its addenda for its full and complete content, and denies all remaining allegations in paragraph 5 of the complaint.
- 6. ATN respectfully refers the Court to the contract and its addenda for its full and complete content, and denies all remaining allegations in paragraph 6 of the complaint.
- 7. ATN denies the allegations in the first two sentences of paragraph 7 of the complaint. ATN admits that Totalmar attached what purports to be a document entitled "Letter of Protest" as Exhibit 2 to the complaint. ATN denies all remaining allegations in paragraph 7 of the complaint.
- 8. As for the first sentence of paragraph 8 of the complaint, ATN respectfully refers the Court to the contract and its addenda for its full and complete content, and denies all remaining allegations in the first sentence of paragraph 8. ATN admits that Totalmar attached

what purports to be a dead freight invoice as Exhibit 3 to the complaint. ATN denies that Totalmar is owed any sums for dead freight and denies all remaining allegations in paragraph 8 of the complaint.

- 9. As for the first sentence of paragraph 9 of the complaint, ATN respectfully refers the Court to the contract and its addenda for its full and complete content, and denies all remaining allegations in the first sentence of paragraph 9. ATN denies that Totalmar is owed any sums for dead freight and denies all remaining allegations in paragraph 9 of the complaint.
 - 10. ATN denies the allegations in paragraph 10 of the complaint.
- 11. ATN admits that it entered into a charter party contract for MV Atlantica on or about November 29, 2007 with Totalmar. ATN admits that Totalmar attached what purports to be the charter party contract for MV Atlantica to the complaint as Exhibit 4. ATN respectfully refers the Court to the contract and its addenda for its full and complete content, and denies all remaining allegations in paragraph 11 of the complaint.
- 12. ATN respectfully refers the Court to the contract and its addenda for its full and complete content, and denies all remaining allegations in paragraph 12 of the complaint.
 - 13. ATN denies the allegations in paragraph 13 of the complaint.
- 14. ATN admits that Totalmar alleges that MV Atlantica was on demurrage at Shanghai for 1.229 days. ATN denies the remaining allegations in paragraph 14 of the complaint.
- 15. As for the first sentence of paragraph 15, ATN admits that Totalmar submitted a demurrage invoice to ATN but denies that it owes Totalmar for demurrage in the amount of US \$86,030.00. ATN denies the allegations in the second sentence of paragraph 15 of the complaint. ATN admits that Totalmar attached what purports to be a demurrage invoice and

laytime calculations as Exhibit 5 to the complaint but denies that Totalmar is entitled to the demurrage claimed to be owed therein. ATN denies all remaining allegations in paragraph 15 of the complaint.

- 16. ATN denies the allegations in paragraph 16 of the complaint.
- 17. ATN admits that it entered into a charter party contract for MV Rainbow on or about December 6, 2007 with Totalmar. ATN admits that Totalmar attached what purports to be the charter party contract for MV Rainbow to the complaint as Exhibit 4. ATN respectfully refers the Court to the contract and its addenda for its full and complete content, and denies all remaining allegations in paragraph 17 of the complaint.
- 18. ATN respectfully refers the Court to MV Rainbow charter party and its addenda for its full and complete content, and denies all remaining allegations in paragraph 18 of the complaint.
 - 19. ATN denies the allegations in paragraph 19 of the complaint.
- 20. ATN admits that Totalmar alleges that MV Rainbow was on demurrage at Shanghai for 2.113 days. ATN denies the remaining allegations in paragraph 20 of the complaint.
- As for the first sentence of paragraph 21, ATN admits that Totalmar submitted a 21. demurrage invoice to ATN but denies that it owes Totalmar for demurrage in the amount of US \$147,910.00. ATN denies the allegations in the second sentence of paragraph 25 of the complaint. ATN admits that Totalmar attached what purports to be a demurrage invoice and laytime calculations as Exhibit 7 to the complaint but denies that Totalmar is entitled to the demurrage claimed to be owed therein. ATN denies all remaining allegations in paragraph 15 of the complaint.

- 22. ATN denies the allegations in paragraph 22 of the complaint.
- 23. ATN admits that it entered into a charter party contract for MV Go Star on or about December 7, 2007 with Totalmar. ATN admits that Totalmar attached what purports to be the charter party contract for MV Rainbow to the complaint as Exhibit 8. ATN respectfully refers the Court to the contract and its addenda for its full and complete content, and denies all remaining allegations in paragraph 23 of the complaint.
- 24. ATN respectfully refers the Court to the contract and its addenda for its full and complete content, and denies all remaining allegations in paragraph 24 of the complaint.
- 25. ATM admits the allegations in the first and second sentences of paragraph 25. ATN denies the allegations in the third, fourth, and fifth sentences of paragraph 25. ATN admits that Totalmar attached what purports to be a dead freight invoice as Exhibit 9 to the complaint. ATN denies that Totalmar is owed any sums for dead freight and denies all remaining allegations in paragraph 25 of the complaint.
 - 26. ATN denies the allegations in paragraph 26 of the complaint.
- 27. As for the first sentence of paragraph 27, ATN admits that Totalmar submitted a demurrage invoice to ATN but denies that it owes Totalmar for demurrage in the amount of US \$147,280. ATN denies the allegations in the second sentence of paragraph 27 of the complaint. ATN admits that Totalmar attached what purports to be a demurrage invoice and laytime calculations as Exhibit 10 to the complaint but denies that Totalmar is entitled to the demurrage claimed to be owed therein. ATN denies all remaining allegations in paragraph 27 of the complaint.
 - 28. ATN denies the allegations in paragraph 28 of the complaint.
 - 29. ATN denies the allegations in paragraph 29 of the complaint.

- 30. ATN denies the allegations in paragraph 30 of the complaint.
- 31. ATN denies the allegations in paragraph 31 of the complaint.
- 32. ATN denies the allegations in paragraph 32 of the complaint.
- 33. ATN denies the allegations in paragraph 33 of the complaint.
- ATN admits this purports to be an admiralty and maritime claim within the 34. Court's subject matter jurisdiction. ATN, however, denies that Totalmar is entitled to relief and denies all remaining allegations in paragraph 34 of the complaint.
- 35. ATN denies that Totalmar is entitled to an order of seizure. ATN admits that the parties' disputes should be adjudicated in arbitration. ATN denies all remaining allegations in paragraph 35 of the complaint.
 - 36. ATN denies all allegations in the complaint not expressly admitted herein.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Totalmar's claims must be resolved in binding arbitration pursuant to the plain and unambiguous terms of the parties' charter party contracts. This Court, therefore, should stay the action and compel arbitration. ATN is filing a motion to compel arbitration and to stay this action contemporaneously herewith.

Second Affirmative Defense

Totalmar has failed to state claims for which relief can be granted.

Third Affirmative Defense

Totalmar is not entitled to a maritime attachment because Totalmar's claims for dead freight and demurrage are grossly overstated and not supported by the plain language of the charter party contracts.

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Fourth Affirmative Defense

Totalmar is not entitled to a maritime attachment because Totalmar failed to submit an affidavit supporting its claim for an attachment.

Additional Defenses

ATN reserves the right to assert additional defenses.

VERIFIED COUNTERCLAIM

Defendant/Counter-Plaintiff ATN Industries Inc., a Florida corporation ("ATN"), by and through undersigned counsel, hereby sues Plaintiff/Counter-Defendant Totalmar Navigation Corp. ("Totalmar") for the limited purpose of seeking security on its counterclaims that are being submitted to binding arbitration, and alleges as follows:

1. ATN brings this action to seek an order requiring Totalmar to post security for ATN's claims for cargo damages pursuant to five separate charter party contracts. ATN has or will be submitting its claims to arbitration. Concurrently herewith, ATN has moved to compel arbitration and to stay this action pending arbitration.

Jurisdiction and Venue

2. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and the action falls within the Court's subject matter jurisdiction pursuant to 28 U.S.C. § 1333 and under the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, codified at 9 U.S.C. § 201, et seq., and or the Federal Arbitration Act, 9 U.S.C. § 1, et seq.

The Parties

- 3. ATN is a corporation organized under the laws of the State of Florida and was the charterer of MV Skala, MV Atlantica, MV Rainbow, MV Go Star and MV Majartta (the "Vessels").
- 4. Upon information and belief, Totalmar is a corporation organized under the laws of the Republic of Panama and was the lessee of the Vessels.
- 5. ATN is in the import and export business. ATN entered into a contract to supply and deliver to Venezuela a certain number of large dimensional polycarbonate steel water pipes. ATN purchased the pipes in China and transported them from China to Venezuela.
- 6. ATN's claims arise out of five separate maritime charter party contracts for the transportation of large dimensional polycarbonate steel water pipes from Shanghai, China to Maracaibo, Venezuela by the Vessels.
- 7. The charter party contracts for MV Atlantica and MV Go Star provide that if any dispute arises between the parties, the matter in dispute shall be referred to binding arbitration in London, England.
 - 8. ATN is entitled to security to cover the total amount of its cargo damages.
- 9. ATN retained the undersigned attorneys and is obligated to pay them a reasonable fee for their services
- 10. All conditions precedent to the filing of this action have been performed, have otherwise occurred, or have been waived.

COUNT ONE

(Breach of MV Skala Charter Party)

- 11. ATN repeats and realleges the allegations set forth in paragraphs 1 through 10 above, as if fully set forth herein.
- 12. On or about November 23, 2007, ATN entered into a charter party contract with Totalmar for MV Skala to carry polycarbonate pipes from Shanghai, China to Maracaibo, Venezuela (the "MV Skala Charter Party"). The MV Skala Charter Party provided: "Owners are to be responsible for loss of or damage to the goods . . . caused by the improper or negligent stowage of the goods (unless stowage performed by shippers, Charterers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager." *See* MV Skala Charter Party, Part II, Clause 2. A copy of the MV Skala Charter Party is attached hereto as **Exhibit 1**.
- 13. Due to, among other things, the want of due diligence of Totalmar, 31 pipes were permanently damaged during transport. The replacement cost for the 31 pipes totaled \$587,630.11.
- 14. ATN served a claim for the damaged pipes on Totalmar. A copy of ATN's claim is attached hereto as **Exhibit 2**.²
- 15. Totalmar refused to accept responsibility for the 31 damaged pipes and breached the MV Skala Charter Party by failing to pay ATN for the cargo damage pursuant to the terms of the contract.

The claims attached hereto as Exhibits 2, 4, 6, 8, and 10 are in Spanish. Translations into English will be filed once available.

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16. ATN has suffered damages as a result.

COUNT TWO

(Breach of MV Rainbow Charter Party)

- 17. ATN repeats and realleges the allegations set forth in paragraphs 1 through 10 above, as if fully set forth herein.
- 18. On or about December 6, 2007, ATN entered into a charter party for MV Rainbow with Totalmar to carry polycarbonate pipes from Shanghai, China to Maracaibo, Venezuela (the "MV Rainbow Charter Party"). A copy of the MV Rainbow Charter Party is attached hereto as **Exhibit 3**.
- 19. The MV Rainbow Charter Party provided: "Owners are to be responsible for loss of or damage to the goods . . . caused by the improper or negligent stowage of the goods (unless stowage performed by shippers, Charterers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager." *See* MV Rainbow Charter Party, Part II, Clause 2.
- Due to, among other things, the want of due diligence of Totalmar, 17 pipes were permanently damaged during transport. The replacement cost for the 17 pipes totaled \$322,248.77.
- 21. ATN served a claim for the damaged pipes on Totalmar. A copy of ATN's claim is attached hereto as **Exhibit 4**.

- 22. Totalmar refused to accept responsibility for the 17 damaged pipes and breached the MV Rainbow Charter Party by failing to pay ATN for the cargo damage pursuant to the terms of the contract.
 - 23. ATN has suffered damages as a result.

COUNT THREE

(Breach of MV Go Star Charter Party)

- 24. ATN repeats and realleges the allegations set forth in paragraphs 1 through 10 above, as if fully set forth herein.
- 25. On or about December 7, 2007, ATN entered into a charter party with Totalmar for MV Mairouli, which was later substituted by MV Go Star, to carry polycarbonate pipes from Shanghai, China to Maracaibo, Venezuela (the "MV Go Star Charter Party"). A copy of the MV Go Star Charter Party is attached hereto as **Exhibit 5**.
- 26. The MV Go Star Charter Party provided: "Owners are to be responsible for loss of or damage to the goods . . . caused by the improper or negligent stowage of the goods (unless stowage performed by shippers, Charterers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager." *See* MV Go Star Charter Party, Part II, Clause 2.
- Due to, among other things, the want of due diligence of Totalmar, 13 pipes were permanently damaged during transport. The replacement cost for the 13 pipes totaled \$222,008.02.
- 28. ATN served a claim for the damaged pipes on Totalmar. A copy of ATN's claim is attached hereto as **Exhibit 6**.

- 29. Totalmar refused to accept responsibility for the 13 damaged pipes and breached the MV Go Star Charter Party by failing to pay ATN for the cargo damage pursuant to the terms of the contract.
 - 30. ATN has suffered damages as a result.

COUNT FOUR

(Breach of MV Atlantica Charter Party)

- 31. ATN repeats and realleges the allegations set forth in paragraphs 1 through 10 above, as if fully set forth herein.
- 32. On or about November 29, 2007, ATN entered into a charter party with Totalmar for MV Atlantica, which was later substituted by MV Atlantica, to carry polycarbonate pipes from Shanghai, China to Maracaibo, Venezuela (the "MV Atlantica Charter Party"). A copy of the MV Atlantica Charter Party is attached hereto as **Exhibit 7**.
- 33. The MV Atlantica Charter Party provided: "Owners are to be responsible for loss of or damage to the goods . . . caused by the improper or negligent stowage of the goods (unless stowage performed by shippers, Charterers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager." *See* MV Atlantica Charter Party, Part II, Clause 2.
- 34. Due to, among other things, the want of due diligence of Totalmar, 15 pipes were permanently damaged during transport. The replacement cost for the 15 pipes totaled \$284,337.15.

- 35. ATN served a claim for the damaged pipes on Totalmar. A copy of ATN's claim is attached hereto as **Exhibit 8**.
- 36. Totalmar refused to accept responsibility for the 15 damaged pipes and breached the MV Atlantica Charter Party by failing to pay ATN for the cargo damage pursuant to the terms of the contract.
 - 37. ATN has suffered damages as a result.

COUNT FIVE

(Breach of MV Majartta Charter Party)

- 38. ATN repeats and realleges the allegations set forth in paragraphs 1 through 10 above, as if fully set forth herein.
- 39. On or about December 7, 2007, ATN entered into a charter party with Totalmar for MV Golden Wish, which was later substituted by MV Majartta, to carry polycarbonate pipes from Shanghai, China to Maracaibo, Venezuela (the "MV Majartta Charter Party"). A copy of the MV Majartta Charter Party is attached hereto as **Exhibit 9**.
- 40. The MV Majartta Charter Party provided: "Owners are to be responsible for loss of or damage to the goods . . . caused by the improper or negligent stowage of the goods (unless stowage performed by shippers, Charterers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager." *See* MV Majartta Charter Party, Part II, Clause 2.
- 41. Due to, among other things, the want of due diligence of Totalmar, 16 pipes were permanently damaged during transport. The replacement cost for the 16 pipes totaled \$303,292.96.

- 42. ATN served a claim for the damaged pipes on Totalmar. A copy of ATN's claim is attached hereto as **Exhibit 10**.
- 43. Totalmar refused to accept responsibility for the 16 damaged pipes and breached the MV Majartta Charter Party by failing to pay ATN for the cargo damage pursuant to the terms of the contract.
 - 44. ATN has suffered damages as a result.

WHEREFORE, ATN prays for the following:

- (a) That Totalmar be required to post security in the total amount of US \$1,719,517.
- (b) That the action thereafter be stayed pending arbitration and that judgment be entered upon the arbitration awards for the amount of any recovery by ATN, together with interest and costs of this action.
- (c) That the Court grant ATN such other and further relief as may be just and proper under the circumstances.

Dated: New York, New York June 25, 2008

Respectfully submitted,

By: <u>s/</u>

George F. Hritz Hogan & Hartson LLP 875 Third Avenue New York, NY 10022 Tel: (212) 685-8000

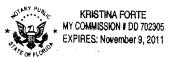
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Tel: (212) 918-3000 Fax: 305-459-6550

Email: jfosullivan@hhlaw.com

SOUTHERN DISTRICT OF NE			
	*	X	Honorable Harold Baer
TOTALMAR NAVIGATION CO	ORP.,		Index No. 08 CV 1659 ECF Case
Plaintiff,			
v.			•
ATN INDUSTRIES INC.,			
Defendant.			
		_x	
STATE OF FLORIDA)		
COUNTY OF MIAMI-DADE	ss.)		
<u>VERIFIC</u>	ATION OF	COUNTER	<u>CLAIM</u>
I, José Martín Oliv	ares, being	duly sworn, de	epose and state that I am a
representative of ATN Industries 1	nc.; that I a	am authorized	by said company to make this
verification in its behalf; that I have	ve read the	foregoing Veri	fied Counterclaim; and that I
believe the facts stated in the plead	ling to be tr	rue and correct	to the last of my knowledge.
			Millar
		JOSE	MARTIN OLIVARES
June, 2008, by JOSE MARTIN OI take an oath	ument was LIVARES v	acknowledged who is persona	before me this 25thth day of lly known to me and who did
(Notary Signature)			
(Notary Signature)			
Knishna Forte			
(Print or name stamp notary) NOTARY PUBLIC			
State of Florida at Large			
My Commission Expires: Nov	9,2011.		



IN THE UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK		
TOTALMAR NAVIGATION CORP.,	· x	
Plaintiff, -against-	: : :	Index No. 08-cv-1659 (HB) ECF Case
ATN INDUSTRIES INC.,	:	
Defendant.	:	
	·	

AFFIRMATION OF SERVICE

George F. Hritz affirms under penalty of perjury:

I am an attorney admitted to practice in the State of New York and am a partner with the law firm of Hogan & Hartson LLP, attorneys for defendant in the above-captioned matter.

I certify that on June 25, 2008, I electronically filed the Answer, Affirmative Defenses and Verified Counterclaim with the Clerk of Court using CM/ECF, and it is being served this day on all counsel authorized to receive Notices of Electronic Filing generated by CM/ECF, including counsel below:

Rahul Wanchoo, Esq.
Law Offices of Rahul Wanchoo
Empire State Building
350 Fifth Avenue, 59th Floor
New York, New York 10118
Attorneys for plaintiff Totalmar Navigation Corp.

Dated: June 25, 2008

New York, New York

George F. Hritz

always accessible always afloat

Case 1:08-cv-01659-	RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARYER (AS REVISED 1922 and 1976) INCLUDING "F.I.O." ALTERNATIVE, ETC. (To be used for trades for which no approved form is in force) CODE NAME: "GENCON" Part I
	2. Place and date Caracas, 23rd November 2007
3. Owners/Place of business (Cl. 1)	4. Charterers/Place of business (Cl. 1)
Totalmar Navigation Corp/agecom As Disponent Owner	ATN Industries Inc. CCCT, Torre A, Piso 8, Oficina 802 Chuao, Caracas 1065, Venezuela
5. Vessel's name (Cl. 1) MV Skaļa	6. GRT/NRT (CL. 1) 23,144 / 13384
7. Deadweight cargo carrying capacity in tons (abt.) (Cl. 1) 39,207	8. Present position (Cl. 1)
39,201	Trading
9. Expected ready to load (abt.) (Cl. 1) December 3rd 2007	
10. Loading port or place (Cl. 1)	11. Discharging port or place (Cl. 1)
1 good safe berth Shanghai, China	1 good safeberth Maracaibo, Venezue

la. Always accessible always afloat

12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1)

Min 480 to 500 pices of pipes upto vessl's maximu capacity at Owners option of water pipes of policarbonate steel pipes dimensions Guarantee by Charterers. See also clause 22

13. Freight rate (also state if payable on delivered or intaken quantity) (Cl. 1) 14. Freight payment (state currency and method of payment; also beneficiary and bank account) (Cl. 4) See clause 35 See clause 35 Loading and discharging costs (state alternative (a) or (b) of Cl. 5; also indicate if vessel is gearless) Laytimo (if separate laytime for load, and disch, is agreed, filt in a) and b)
 If total taytime for load, and disch., fill in c) onty.) (Cl. 6) a) Laytime for loading See clause 33 See Clause 26 17. Shippers (state name and address) (Cl. 6) b) Laytime for discharging See Clause 26 Jiafang Steel Pipes Co, Ltd. 818 Jianhang Rd. Pudong New District c) Total laytime for loading and discharging Shanghai, PRC At: Fletcher Xi 18. Demurrage rate (loading and discharging) (Cl. 7)

See Clause 27 19. Cancelling date (Cl. 10) December 13th, 2007

20. Brokerage commission and to whom payable (Cl. 14)

21 Additional clauses covering special provisions, if agreed.

Additional clauses 22 to 42 both inclusive to form part of this Charter Party.

It is multially agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part 1 as well as Part 1. In the event of a conflict of conditions, the provisions of Part 1 shall prevail over those of Part 1 to the extent of such conflict.

Totalmar Navigation Corp.	1
Totalman Navigation Corp.	A'TN Industries Inc.

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Copyright, published by The Battic and International Maritime Conference (BIMCO). Copenhagen

	Gencon' Charter (
1.	It is agreed between the party mentioned in Box 3 as Owners of the steamer or motor-vessel named in Box 5, of the gross/nett Register tons indicated in Box 6 and carrying about the number of lons of deadweight cargo stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter about the date indicated in Box 9, and the party mentioned as Charterers in Box 4 that
	The said vessel shall proceed to the loading port or place stated in Box 10 or so near thereto as she may safely get and lie always alloat, and there load a full and complete cargo (if shipment of dock cargo agreed same to be at Charterers' risk) as stated in Bex 12 (Charterers to provide all mats and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board if required) which the Charterers bind themselves to ship, and being so toaded the vessel shall proceed to the discharging port or place stated in Box 11 as ordered on signing Bills of Lading or so near therefo as sho may safely get and the always alloat and there deliver the cargo on being paid freight on delivered or intaken quantity as indicated in Box 13 at the rate stated in Box 13
2.	Owners' Responsibility Clause Owners are to bu responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by the improper or negligent stowage of the goods (unless stowage performed by shippers/Charterers or their stevedores or servants) or by personal want of due difference on the part of the Owners or their Manager to make the vessel in all respects seaworiny and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Managor. And the Owners are responsible for no loss or damage or delay arising from any other cause whatscever, even from the neglect or default of the Capitain or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unseaworthness of the vessel on loading or commencement of the voyage or at any time whatscever.

chaise, be responsible, or from unserworthiness of the vessel on loading or commencement of the voyage or at any time whatsoever. Damage caused by contact with or leakage, smell or evaporation from other goods or by the inflammable or explasive nature or insufficient package of other goods not to be considered as caused by improper or negligent stowage, even it in fact so caused.	33334
Deviation Clause The vessel has liberty to call at any port or parts in any order tot any purpose, to sail without pilots, to few and or assist vessels in all situations, and also to deviate for the purpose of severy life and or property.	31444
tain of Owners. Cash for vessel's ordinary disbursements at port of loading to be advanced by Chartierers it required at highest current rate of exchange addition to two per cent, to cover insurance and other ex-	4 4 4 4 5 5 5 5 5 5 5
The cargo lab be brought elongaide in auch a minner to be equite vessel to take the goods with her awn tackle. Charterers to ordicare and pay the necessary men on shore or on board the lighters to do the work there vessel cally heaving the cargo or board. If the loading takes place by elevator, cargo to be put free in vessel's holds. Owners only paying trimping expenses. Any places and or paying is of cargo over two tons weight, shall be loaded, stowed and inschanged by Charterers at their risk and expense, the cargo table for received by Merchants at their risk and expense, alongs of the received by Merchants at their risk and expense alongs of the received by Merchants at their risk and expense alongs of the received by Merchants at their risk and expense alongs of the received by Merchants at their risk and expense. The cargo shall be brought the reach of her tack and the solved time of the range shall be brought to the nodes isolated aloned and of time frice and taken from the holds and expense whatsoever to the Owners. The Owners shall provide windness, motive power and winchmen from the Crew if requiremed and permitted in not the Charterers shall provide and hard not apply if vessel is gearless and stated as such in 7 than Crew if requiremed and permitted in not the Charterers shall provide and hard not apply if vessel is gearless and stated as such in 7 than Crew if requirements and permitted of not the Charterers shall provide and hard not apply if vessel is gearless and stated as such in 7 than Crew if requirements.	5 5 5 5 5 6 6 6 6 6 6 6 6 6 7 7 7 7 7 7
In Securete faytime for locating and discharging The cargo shall be located within the number of running hours as a control and the security week to the shall control and the security used shall count. The cargo shall be discharged within the number of tryning focus as indicated in 80x 16, weather permitting. Sundays and helidays excepted unless used, in which event fine actually used shall count. **Total hydrine for locating and discharged within the number of total actually used shall count. **Total hydrine for locating and discharged within the number of total actually used shall count. **Total hydrine for locating and discharged within the number of total actually beautiful and the satisfaction. **Total hydrine for locating and discharged within the number of total actually several miles used. In which event time actually used statistication. **Total hydrine for locating and discharged in locating and discharged provided in the satisfaction. **Total hydrine for locating and discharged in flow 12. In the locating and discharged provided in locating of the satisfaction of the shippers against in flow 12. In the actually used before accomplished in flow 12. In the actually used before committee and flow in locating of the shippers agreed in flow 12. In the locating for both to count as locating are discharged by the locating and the shippers agreed in flow 15.	1234567890123153739
7. Demurrage See Clause 27 :01 Ten-running days on Communage all the role stated in this 18 per 102 day an 1970 rolls for any part of a day payable day by day; to be 103	

'FI,O." Alternative, etc Lien Clause Lien Clause

Owners shall have a lien on the cargo for freight, dead-freight, 106 demurrage and damages for detention, Chartorers shall remain re-107 sponsible for dead-freight and demurrage (including damages for 108 detention), incurred at port of loading. Charterers shall also remain 109 responsible for freight and demurrage (including damages for deten-10) reponsible for freight and demurrage (including damages for deten-110) incurred all port of discharge, but only to such extent as the 111 Owners have been unable to obtain payment thereof by exercising 113 the lien on the cargo. 10 11 12 13 14 15 16 Bills of Lading 114
The Captain to sign Bills of Lading at such rate of freight as 115
presented without prejudice to this Charterparty, but should the 116
freight by Bills of Lading amount to loss than the total chartered 117
freight the difference to be paid to the Captain in cash on signing 118
Bills of Lading 119 10. Cancelling Clause

Should the vessel not be ready to load (whether in botth or not) on 121 or before the date indicated in Box 19. Charterers have the option 122 of cancelling this contract, such option to be declared, if demanded, 123 at least 48 hours before vessel's expected arrival at port of loading, 124 Should the vessel be delayed on account of average or otherwise, 125 Charterers to be inference as soon as possible, and if the vessel is 126 delayed for more than 10 days after the day she is stated to be 127 expected ready to load. Charterers have the option of cancelling this 128 contract, unless a cancelling date has been agreed upon. 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 39 40 General Average
General average to be settled according to York-Antwerp Rules, 131
1974. Proprietors of cargo to pay the cargo's share in the general 132
expenses even if same have been necessitated through neglect of 133
default of the Owners' servants (see clause 2). Indemnity Indemnity for non-performance of this Charterparty, proved damages 136 not exceeding estimated amount of treight. 13. Agency Case the Owners shall appoint his own Broker or Agent both 130 at the part of loading and the port of discharge. 140 47 43 44 Brokerage commission of the mis states in the 20 on the freight 142 earned is due to the party mentioned in Box 20. In the freight 143 in case of non-execution at least 1 of the prokerage on the estimated 144 amount of treight and dead entitliff to be paid by the Owners to the 145 brokers as a feminal for the tailer's expenses and work. Through of 147 misses of 147 misses the amount of informative agreeds. Nether Charterers nor Owners shall be responsible for the con-160 serger-cts of any strikes or tox-buls preventing or delaying the 150 full mem of any obtigations under this contract. If there is a strike or leak-bul affecting the leading of the carge, 152 or any part of it when vessel is ready to proceed from her last port 153 or all say time during the veyage to the port or parts of funding or 154 offers at the three. Captain or Owners may ask Charterers in 155 declare, that they agree to reckon the Lydays as if there were no 156 strike or lock-out Unless Charterers have given such declaration in 157 writing the relegions, if necessary within 24 hours. Owners shall 158 have the outloon of cancering this contract, if part cargo has already 159 been loaded. Owners must proceed with same, freight payable on 160 liaded dealnotify only having librery to complete with other cargo 167 on the way for their own account. If there is a strike or lock-out affecting the discharge and same has 164 on or after vessel's arrival at or off port of discharge and same has 164 on been settled within 48 hours. Receivers shall have the option of 165 seeding sessel withing until such stoke or lock-out is at an end 166 around large has declarated after expendition of the time provided 167 or cascarian, or of stoter up the vessel for a safe port where she 166 can safely discharge without risk of being detained by strike or lock-off second the cargo 167 or cascarian, or of stoter up the vessel for a safe port where she 166 can safely discharge without risk of being detained by strike or lock and freely discharge. On delivery of the cargo at such port all conditions 172 of this Churchardy and in the Biff of Lading shall don't all decoding 171 the discharge. On delivery of the cargo at such port all conditions 172 of this Churchardy and in the Biff of Lading shall don't all decoding 171 for givided part exceeds 100 national mass the freight on the cargo 176 staticed part exceeds 100 national mass the freight on the cargo 176 staticed par GENERAL STRIKE CLAUSE 78

	stituted post exceeds 100 nautical miles, the freight on the cargo	1.7
	Sulvenied at the subsidiated port to be increased in proportion	! 7
6	War Risks ("Voywar 1950") th In these cituses: "War Risks" shall include any prockade or any action which is announced as a blockade by any Government or by any belogged or by any organized body subblage privoy and any action or threatened war, hostilities, warlike operations, divil war, divil commutate, as revokel on	180
	(2) If all any time before the Vessel commences leading, it appears that performance of the contract will subject the Vessel or her Master and crew or her cargo to war risks at any stage of the adventure, the Owners shall be entitled by letter or telegram despatched to the Charterors, to cancel this Charter.	18: 18:
	G) The Master shall not be required to load cargo or to continue loading or to proceed on or to sign Billing of Lating for any adventure on which co any part at which it appears that the Vessal her Master and crow or her cargo will be subjected to wat risks. In the event of the exercise by the Master of his right under this Clause after part or for Cargo has been loaded the Master shall be at liberty extracted escharge such order to the loading hold or to proceed therewith in the latter case the Vessal shall have liberty to carry other cargo for Owners benefit and accordingly to proceed to and load or discharge such other earge at any other part or posts whatspever, backwards or lowerds although in a contary direction to aroute to proceed with part cargo under the Clause height shall in any case be payable on the quantity delivered.	190 191 192 193 194 195 198 199
	14) If at the time the Master elects to proceed with part or fail cargo ?	203

PART

'Gencon'' Charter (As Revised 1922 and 1976)

including "F.I O." Atterhative, etc.

last of the loading ports, if more than one, it appears that further 205 17, or were the contract will subject the Vessel, her Master and 206 crew or her cargo, to war risk, the cargo shall be discharged, or if 207 port in vicinity of the port of discharge as may be completed, at any safe 208 charterers. If no such orders shall be received from the Charterers 210 within 48 hours after the Owners have despatched at equest by the Cleigram to the Charterers for the nomination of a substitute discharge 111 ing port the Owners shall be at liberty to discharge the cargo at 213 any safe port who have a liberty to discharge the cargo at 213 any safe port who deedened to be due fulfillment of the contract of 215 other port, the Owners shall be defined discretion, decide on and such 214 aftreighment. In the event of cargo being discretion, decide on man such 215 other port, the Owners shall be entitled to freight as if the discharge 217 had been effected at the port or ports named in the Billist of Lading 219 or to which the Vessel may have been ordered pursuant thereto. 7

(5) (a) The Vessel shall have liberty to comply with any directions 220 or recommendations as 10 loading, departure, arrival, routes, ports 221 of call, stoppages, destiritation, zones, waters, discharge, desirrery or 223 mendation not to go to the port of destination or to delay proceeding 224 therefor or to proceed to some other portil given by any Government or 225 by any beligerent or by any organized body engaged in civil war, 225 purporting to act as or with the authority of any Government or 228 purporting to act as or with the authority of any Government or 228 person having under the terms of the war risks insurance on the 230 visasel, the right to give any such directions or recommendations. If, 231 mendation, anything is done or is not done such direction or recommendations.

commendations the Vessel does not proceed to the port or parts 235 commendations the Vessel does not proceed to the port or parts 236 ordered pursuant the Bill(s) of Leading or to which she may have been 237 directors or recommended or to which she may have been 237 directors or recommended or to any safe port which the Owners in 239 their discretion may decide on and there discharge the cargo. Such 240 strengthment and the Owners in 239 discharge had been the cargo. Such 240 affectabling the Owners shall be entitled to freight as if 224 discharge had been effected at the port or ports named in the Bill(s) 243 thereto

(6) All extra expenses lincluding insurance costs, invalved in discharg- 2 ing cargo at the loading post or in reaching or discharging the cirgo at any port is provided in Clauses 4 and 5 (b) hereof shall be paid by the Charterers and or loadgo owners, and the Owners shall have a find on the cargo for all moneys due under these Clausers.

inaccessible by r m her last por c val or in case fro fear of being froder his Charter shall fe GENERAL ICE CLAUSE.

Por of loading
(a) in the event of the loading port being inaccessible
(c) when vessel is ready to proceed from her last
iffne during the voyage or on vessel's arrival or in cas
after vessel's arrival, the Captain for fear of being in
liberty to leave without cargo, and this Charter shal

(b) If during loading the Captain, for fear of vessel being forcements and deems it advisable to leave, he has liberty to do so with the part of the lass on board and to proceed to any other port of the lass on board and to proceed to any other port of the last of the last of last of the last of last

(d) This Ice Clause not to apply in the Spring.

(a) Should ice (except in the Spring) provent vessel from reaching 277 with a walling until the re-poeming of navigation and paying demurage, or 278 of bridening the vessel (a) a suit and immediately accessible port 289 of bridening the vessel (a) a suit and immediately accessible port 289 of bridening the vessel (a) a suit and immediately accessible port 289 of bridening the vessel (a) as the and immediately accessible port 280 of an safety accessible port 280 of destination.

Suit and a suit and a port of the impossibility of reaching port 283 of destination.

(b) If during discharging the Captain for fear of vessel being frozen 285 or a safety and and to preceed to the nearest accessible 284 or which what 286 port where she can board and to preceed to the nearest accessible 288 to her house. Pod of discharge

(c) On delivery of the cargo at such port, all conditions of the Bill 289 of Lading shall apply and viesel shall receive the same freight as 390 the fact had destination, except that if 291 treight on the cargo delivered port exceeds 100 haufical miles, the 292 freight on the cargo delivered at the substituted port to be increased 293 in proportion.

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RIDER CLAUSES TO CHARTER PARTY DATED 23RD NOVEMBER 2007 MV SKALA LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

CLAUSE 22: CARGO DESCRIPTION

POLICARBONATE STEEL PIPES DIMENSIONS GUARANTEED BY CHRTS 12.192 M LENGHT - 2.60 METER OUTER DIAMETER-12.3 METRIC TONES WEIGHT PER PIECE-STWOING MAX UPTO 5 TIERS HIGH, MIN PIECES OWNERS GUARANTEE TO LOAD UNDER/ON DECK AND HATCH COVERS 480 TO 500 PIECES AND UPTO MAX POSSIBLE INTAKE IN OWNERS OPTION.

CHRTS TO GUARANTEE THAT CBC PER PIECE 82.4179 AND THAT TOTAL CBM FOR MIN 480 PCS EQUALS 39.560.592 ON WHICH FREIGHT TO BE PAID FOR MIN QUANTITY.

CLAUSE 23: LOADING & DISCHARGING PORTS

LOADING PORT: 1 GSB AAAA PORT OF SHANGHAI, CHINA

DISCHARGE PORT: 1GSB AAAA MARACAIBO, VENEZUELA

CLAUSE 24: PRE-ARRIVAL NOTICES

OWNERS TO GIVE APPROXIMATE DATE AND TIME OF ARRIVAL TO LOADPORT AGENTS, SHIPPERS AND CHARTERERS WITH 72, 48 AND 24 HOURS PRIOR VESSEL'S ARRIVAL TO LOAD PORT.

ON SAILING LOADPORT MASTER TO ADVISE QUANTITY LOADED AND ETA TO DISCHARGE PORTS WITH 72, 48, 24 HOURS DEFINITE DATE AND TIME OF VESSEL'S ARRIVAL TO DISCHARGE PORT.

CLAUSE 25: ETA & LAYCAN

LAYCAN: 03 / 13 NOVEMBER 2007.

ETA TO LOAD PORT DECEMBER 03 2007 WP/AGW.

CLAUSE 26: LAYTIME

UPON TENDERING NOTICE OF READINESS HOLDS TO BE CLEAN, AND FREE OF ANY OBSTACLES AS FAR AS A TWEEN/SHELTER DECKER CAN BE, AND IN EVERY WAY SUITABLE TO RECEIVE, LOAD, STOW THE CONTRACTED CARGO TO CHARTERERS / SHIPPER'S SATISFACTION.

LAYTIME FOR LOADING SHALL COMMENCE UPON VESSEL TENDERING NOTICE OF READINESS ANY TIME, DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED WHETER IN PORT OR NOT, WHETER IN BERTH OR NOT, WHETER IN FREE PRACTIQUE OR NOT, WHETEHR IN CUSTOM CLEAR OR NOT.

NOTICE OF READINESS MAY BE TENDERED ANY TIME DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED VIA, RADIO, FAX, PHONE, AND E-MAIL AT ANCHORAGE AREA AT LOAD AND DISCHARGE PORT.

TIME ACTUALLY USED BEFORE COMMENCEMENT OF LAYTIME TO COUNT.

IF BERTH OCCUPIED AT TIME OF VESSEL'S ARRIVAL AT LOADING & DISCHARGING PORTS, FULL LAYTIME TO COUNT AS PER CHARTER PARTY. ANY SHIFTING FROM LOAD/DISCH BERTH DUE TO CONGESTION OR OTHER UNFORSEEN MATTER, INCLUDING WAITING TIME, TO COUNT AS LAYTIME AND TO BE FOR CHARTERERS EXPENSE.

TOTAL LAYTIME FOR LOADING 4 WEATHER WORKING DAYS SUNDAYS AND HOLIDAYS INCLUDED.

LAYTIME NON REVERSIBLE

AT DISCHARGE PORT CARGO TO BE DISCHARGE BY VESSEL TO UNDER HOOK, AND CHARTERERS TO HAVE 4 WEATHER WORKING DAYS TO RECEIVE ALL CARGO FROM UNDER HOOK AT VESSEL'S MAXIMUM TAKE AWAY RATE POSSIBLE, SUNDAYS AND HOLIDAYS INCLUDED.

CREET CONTROL OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO,
VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION
CORP., CHARTERERS ATN INDUSTRIES INC.

CLAUSE 27: DEMURRAGE

ALL TIME USED LOAD/DISCHARGE/WAITING AFTER LAYTIME EXPIRES AT LOADPORT OR DISCHARGE PORT WILL COUNT AS DEMURRAGE AND WILL BE PAID BY CHARTERERS AT THE RATE OF USD 70,000.00 PER DAY PRO RATA FOR PART OF THE DAY.

ANY DEMURRAGE INCURRED AT LOAD PORT TO BE PAID BY CHARTERERS TO OWNERS ALONG WITH FREIGHT PAYMENT AND AT DISCHARGE PORT IF ANY DETENTION IS INCURRED SAME TO BE PAID UPON COMPLETION OF DISCHARGE OPERATION WITHIN 7

DAYS OF OWNERS PRESENTATION OF INVOICE AND CORRESPONDING LAYTIME WITH SUPPORTING DOCUMENTS.

MASTER TO SIGN NOTICE OF READINESS AND STATEMENT OF FACTS AT EACH PORT.

FREE DESPATCH ALL PORTS.

CLAUSE 28: VESSEL'S GEAR

OWNERS TO GUARANTEE VESSEL'S EQUIPMENT IN GOOD WORKING, VESSEL TO GIVE FREE USE OF ENERGY, SUPPLY LIGHTS AS ONBOARD FOR NIGHT WORK, IF REQUIRED, FREE OF EXPENSES TO THE CHARTERERS.

CLAUSE 29: OVERTIME

OVERTIME TO BE FOR THE PARTY ORDERING SAME, EXCEPT CREW'S AND OFFICERS OVERTIME WHICH IS ALWAYS FOR OWNERS ACCOUNT.

OVERTIME ORDERED BY PORT AUTHORITIES AT LOAD/DISCHARGE PORTS TO BE FOR CHARTERERS ACCOUNT.

CLAUSE 30: ARBITRATION

ANY DISPUTE ARISING UNDER THIS CHARTER PARTY TO BE REFERRED TO ARBITRATION IN NEW YORK, WITH ONE (01) ARBITRATOR NOMINATED BY OWNERS AND ONE (01) ARBITRATOR NOMINATED BY CHARTERERS, AND IN CASE THE ARBITRATORS FAIL TO REACH AN AGREEMENT THEN THE DECISION OF AN UMPIRE TO BE FINAL AND BINDING UPON BOTH PARTIES. IF EITHER OF THE APPOINTED ARBITRATORS REFUSE TO ACT, OR IS UNCAPABLE OF ACTING, OR DIES, THE PARTY WHICH APPOINTED SUCH ARBITRATOR MAY APPOINT A NEW ARBITRATOR IN HIS PLACE.

IF ONE PARTY FAILS TO APPOINT AN ARBITRATOR, EITHER ORIGINALLY, OR BY WAY OF SUBSTITUTION AS AFORESAID, FOR SEVEN (07) CLEAR DAYS AFTER THE OTHER PARTY HAVING APPOINTED ITS ARBITRATOR, HAS SERVED THE PARTY MAKING DEFAULT WITH NOTICE TO MAKE THE APPOINTMENT, THE PARTY WHICH HAS APPOINTED AN ARBITRATOR MAY APPOINT THAT ARBITRATOR TO ACT AS SOLE ARBITRATOR IN THE REFERENCE AND HIS AWARD SHALL BE BINDING ON BOTH PARTIES AS IF HE HAD BEEN APPOINTED BY CONSENT.

CLAUSE 31: TAXES AND DUES

EXTRA INSURANCE IF ANY DUE TO VSL'S AGE /CLASS/FLAG OR OWNERSHIP TO BE FOR CHARTERERS ACCOUNT.

-ANY AND ALL KIND OF TAXES/DUES/WHARFAGES ETC ON CARGO AND FREIGHT BENDS INCL VENEZUELEAN TAXES OF ANY NATURE AND DREDGING DUES IF ANY TO BE FOR CHRTS/SHIPPERS/RECEIVERS ACCOUNT.

ANY TAXES / DUES / DUTIES ON VESSEL TO BE FOR OWNERS ACCOUNT BENDS.

CLAUSE 32: VESSEL COMPLIANCE

OWNERS GUARANTEE VESSEL COMPLIES WITH NORMAL REGULATIONS/CERTIFICATES TO PERFORM SUCH VOYAGE AND ANY DELAYS OR EXPENSES RESULTING THEREAFTER SHALL BE FOR OWNERS ACCOUNT.

CLAUSE 33: COST OF LOADING AND DISCHARGE

CHARTERERS ARE TO LOAD CARGO ON BOARD VESSEL FREE OF EXPENSES TO VESSEL.

JA.

RIDER CLAUSES TO CHARTER PARTY DATED 23RD NOVEMBER 2007 MV SKALA LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

STOWED, LASHED, SECURED, TALLYED, FITTINGS TO MASTER SATISFACTION, SUCH OPERATION TO BE DONE BY SHORE LABOUR AT CHRTS TIME/EXPENSE.

ANY AND ALL ADDITIONAL LASHING MATERIALS REQUIRED INCLUDING

ADDITIONAL STANTIONS TO BE FITTED FOR THE SAFE LASHING/SECURING OF CARGO OR SPECIAL FITTINGS OTHER THAN ON BOARD TO BE SUPPLIED BY CHARTERERS AT THEIR TIME / EXPENSE.

ANY AND ALL KIND OF DUNNAGE/SEPARATION MATERIALS/FITTINGS REQUIRED TO BE FOR CHARTERERS ACCOUNT AND TIME.

-STOWAGE AND LASHING TO BE ALWAYS TO MASTERS APPROVAL / DIRECTION / SATISFACTION.

ANY ADDITONAL MATERIAL REQUIRED TO SAFELY SECURED AND STOWED CARGO TO BE SUPPLIED BY CHARTERERS FREE OF CHARGE TO VESSEL AND THEIR TIME AND EXPENSE.

ANY CARGO LOADED ON DECK TO BE AT CHARTERER'S TIME RISK AND EXPENSE.

AND DISCHARGE PORT THE CARGO TO BE DISCHARGE LINER OUT BY VESSEL TO UNDER HOOK AT OWNERS TIME AND EXPENSE BUT TO A MAXIMUM NUMBER OF 4 DAYS, SUNDAYS AND HOLIDAYS INCLUDED THERAFTER CHARTERERS ARE RESPONSIBLE FOR ANY TIME LOST DUE TO LACK OF TRUCK TO TAKE CARGO AWAY FROM UNDER VESSEL HOOK. IF VESSEL IS LONGER DETAINED THAN 4 DAYS; CHARTERERS TO PAY OWNERS FOR THE EXTRA DETENTION TIME AT THE RATE OF US\$ 60,000 PER DAY PRO RATA.

CHARTERERS TO BE RESPONSIBLE FOR ANY STEVEDORES DAMAGE DONE TO THE VESSEL. IF ANY DAMAGE, SAME TO BE SETTLED /PAID BY CHARTERERS WITHIN FIFTEEN (15) DAYS OF OCCURANCE OF SAID DAMAGE.

CLAUSE 34: NEW JASON, BOTH TO BLAME ETC

NEW JASON CLAUSE, NEW BOTH TO BLAME COLLISION CLAUSE, P&I BUNKER DEVIATION CLAUSE AND GENERAL CLAUSE PARAMOUNT, WHEN APLICABLE, TO BE INCORPORATED IN THIS CHARTER PARTY.

CLAUSE 35: FREIGHT PAYMENT & BANKING DETAILS

FREIGHT USD 118 PER CUBIC METER FREE IN STOWED, TRIMMED, LASHED / SECURED / DUNNAGED, LINER OUT END OF HOOK.

FREIGHT 100 % PAYABLE UPON COMPLETION OF LOADING BEFORE SIGNING //REALEASING B/LS MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY" INTO OWNERS NOMINATED BANK ACCOUNT. (CONGEBILL FORM B/LS TO BE USED) CHARTERERS TO GUARANTEE THAT CUBIC PER PIECE IS 82.4179 AND THAT TOTAL CUBIC FOR MINIMUM 480 PIECES EQUALS 39.560.592 ON WHICH FREIGHT TO BE PAID FOR MINIMUM QUANTITY.

BILLS OF LADING TO BE ENDORSED ACCORDINGHLY FOR NUMBERR OF PIECES LOADED ON DECK

FREIGHT TO BE DEEMED EARNED UPON LOAD AND DISCOUNTLESS, NON-RETURNABLE VESSEL A/O CARGO LOST OR NOT LOST.

RIDER CLAUSES TO CHARTER PARTY DATED 23RD NOVEMBER 2007 MV SKALA LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

100 PERCENT TO BE REMITTED TO:

INTERMEDIARY BANK: JPMORGAN CHASE NEW YORK

Address Bank:

345 PARK AVENUE

NEW YORK - NY 10154

ABA:

021000021

SWIFT:

CHASUS33

BENEFICIARY BANK:

EBNA BANK N.V.

ADR-BENE-BANK:

AMACO BUILDING 36-B

ZEELANDIA CURACAO, NETHERLANDS ANTILLES 0011990850

ACCOUNT BENE BANK:

Totalmar Navigation Corp.

Account Ultimate Beneficiary:

ULTIMATE BENEFICIARY:

201389

CLAUSE 36 VESSEL'S DESCRIPTION

VESSEL'S IS DESCRIBED AS FOLLOWS:

NAME M/V SKALA, PREVIOUS NAME FASSA

TYPE Well Decker/Log/Bulk carrier, H&M The New India Assurances Company Ltd, India P&l The Steamship Mutual, Bermuda, PORT OF REGISTRY Valletta, Malta, OFFICIAL No. 6463 IMO No 8223347, MMSI No 248478000, FLAG Maltese, BUILT Imabari Shipbuilding Co. Ltd., Marugame - Japan. DELIVERED 24/10/1983, SHIP No T-4649 (S-1116). CLASSIFICATION No. NK 831303, CLASS / NOTATION NK/NS*(BC,SHC 2, 4 OR 1, 3, 5 E)(ESP) / MNS, CHG, MPP.

LSA, RCF

L.O.A 189.98m

L.B.P 180.00m

BREADTH (MLD) 28.4m

DEPTH (MLD) 15.30m

TPC 43.5 Mt (Light), 46.7 (Loaded)

FREEBOARD 4337 mm

FWA 254 mm

TONNAGE NRT GRT INT 13384 / 23144

PANAMA 19281 24670, SUEZ 21309,77 23563,15

D/WEIGHT(MT) DRAFT (Meters) TROPICAL FRESH 39.207 11.499

FRESH WATER 38,158 11.270, TROPICAL 39,228 11.245, SUMMER 38,156 11.016,

WINTER 37.090 10.787

HATCH DIMENSIONS Meters HOLD DIMENSIONS (L x W x H) Meters GRAIN / BALE

NO 1 12.8 x 14,4 21,5 x 22,5 x 13,2 229,333,49 / 219.254,24

NO 2 24.8 x 14.4 32,8 x 22.5 x 13,2 409.280.37 / 391.859.48

NO 3 19.2 x 14,4 28,0 x 22,5 x 13.2 348.226,74 / 331.466,24

NO 4 24.8 x 14.4 32,8 x 22,5 x 13,2 409,009,15 / 391,924,46

NO 5 19.2 x 14,4 28,0 x 12.0 x 13,2 336.396,56 / 325.229,61

1.732.246,31 / 1.659,734,03 ft3

TANK CAPACITY (in m3)

FRESH WATER 350.4

BALLAST 12,487,90

HFO(180 CST) 2.084,40

MDO 238,4

HEIGHT Keel to Top Mast - 45.83 Mts

TYPE OF HATCHCOVERS McGregor Folding type. Watertight Steel Hatch Cover

RIDER CLAUSES TO CHARTER PARTY DATED 23RD NOVEMBER 2007 MV SKALA LOADING: PORT OF SHANGHAI, CHINA: DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

Hinged, 4 Panels on each Hatch open 2 Forward & 2 Aft

WW/AUSSIE/CO2/GRAIN FITTED

STRENGHTENED FOR HEAVY CARGOES=HOLD 2+4 OR 1+3+5

VENTILATION SYSTEM: NATURAL VENTILATION

STRENGTH

STRENGHT OF WEATHER DECK 3,3 Meters/Square meters

STRENGTH OF HATCH COVERS 2,4 Meters/Square meters

STRENGHT OF TANK TOP No1-21.48, No2&4-20.97, No3-20,78, No 5-20,50 Meters/Square

CARGO GEARS: ELECRTO HYDRAULIC- (Cranes 4 x 25 MT)

LOG DESCRIPTION

- 1) Fixed Stanchions on Deck P&S in the way of Mast house
- 2) Stanchions On Board Permanent: 6 Twin Steel Stanchions Each Side
- Removable: 64 Pieces. Wooden

Stanchions for Both Sides

- 3) Type of Stanchions: Wooden Removable Stanchions
- 4) Height of Stanchions: 7,90 8.10 M Steel Permanent Stanchions
- 5) Height of Stanchions: 7,80 M except No1-Hold which is 6,80 M Wooden
- 6) Loading Height:
- No.1 Hold up to 6,70 m, No.2-5 Holds up to 7,80 m
- 7) Distance between each Removable Stanchion: Varies from 2.4 to 3.0 M
- 8) Distance between Permanent Stanchions: No.1 = 11.9 Meters. No.2&4 29.8 Meters, No.5 = 20.1
- 9) Distance between Hatch cover to resting point of Cranes: 8 M

ENGINE TYPE: Mitsubishi-Sulzer, 7RLB56 (MCR-1)

SPEED & CONSUMPTION ALL ABOUT

LOADED 13.0 Kt & 28.5 Mt IFO 180 CST RME 25 & 1.5 Mt MDO

BALLAST 13.0 Kt & 28.0 Mt IFO 180 CST & 1.5 Mt MDO

PORT CONS IDLE - 1.5 Mt MDO, Gear Working - 3.0 Mt MDO

The above Speed & Consumption is basis good Weather condition, no adverse current,

no negative influence of Swells and not exceeding Beaufort Scale Force - 3

Vessel burns MDO: Maneuvering / Navigating in confined / restricted waters /

Canals / Rivers and in / out of Ports / Locks etc.

ALL DETAILS ABOUT +

CLAUSE 37: AGENCY

OWNERS TO APPOINT AGENTS AT BOTH LOAD AND DISCHARGE PORT.

CLAUSE 38: MARKING BILL OF LADINGS

BILL OF LADING FIGURES TO BE USED AS PER SHIPPERS QUANTITY.

BILL OF LADING TO BE MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY"

CLAUSE 39: LEGAL PRIORITY

CHARTER PARTY TERMS SHALL ALWAYS SUPERSEDE BILL OF LADING TERMS WHENEVER CONTRADICTORY.

CLAUSE 40: CONFIDENTIALITY

ALL CONDITIONS AND TERMS HEREIN STATED SHALL BE DEEMED STRICTLY PRIVATE AND CONFIDENTIAL, AND NOT TO BE DISCLOSED OUTSIDE OF THE OFFICES OF THE PARTIES CONCERNED.

CLAUSE 41: CLEANING HOLDS

THE CHARTERERS SHALL PROVIDE AND PAY FOR ALL DUNNAGE AND SECURING AND ESPECIAL MATERIAL AS REQUIRED FOR THE PROPER STOWAGE AND PROTECTION OF THE CARGO ONBOARD.

Case 1:08-cv-01659-HB Document 6-2 Filed 06/25/2008 Rage 9 of 11 RIDER CLAUSES TO CHARTER PARTY DATED 23RD NOVEMBER 2007 MV SKALA LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

CLAUSE 42: MAINTERMS AS AGREED BETWEEN CHARTS & OWNERS

MV M/V SKALA AS PREVIOUSLY DESCRIBED FOR

- -SUB CHRTS APPR BY OWNERS PLEASE SUPPLY CHARTERERS NAME, FULL STYLE, BANK REFERENCES, MIC PHONE, E-MAIL ETC
- -MIN PCS OWNERS GUARANTEE TO LOAD UNDER/ON DECK AND HATCH COVERS 480 TO 500 PIECES

POLICARBONATE STEEL PIPES(DIMENSIONS GUARANTEED BY CHRTS 12.192 M LENGHT - 2.60 M OUTER DIAMETER-12.3MT WEIGHT PER PIECE-STWOING MAX UPTO 6 TIERS MASTER'S OPTION) AND UPTO MAX POSSIBLE INTAKE IN OWNERS OPTION

- -SHANGHAI/MARACAIBO 1 SB AAAA BENDS
- -L/C 3/13 DEC 2400HRS
- -LOAD 4 TTL WWD SAT/SUND/LOCAL/NATIONAL HOLIDAYS INCLUDED
- -AT DISCHARGE PORT CHARTEERS WILL HAVE MAXIMUM D 4 TTL WWD SAT/SUND/LOCAL/NATIONAL HOLYDAYS INCLUDED, ONCE EXPIRED VESSEL TO PAY DETENTION AT US\$ 60,000 PER DAY.
- -TIME NOR REVERSIBLE
- -NOR BENDS TO BE TENDERED TO THE AGENTS BY EMAIL/FAX/CABLE UPON ARRIVAL USUAL ANCGHORAGE/PILOT STATION SSHINC
- -FREIGHT USD 118 PER CBM FREE IN STOWED, TRIMMED, L/S/D, LINER OUT END OF HOOK.

FREIGHT 100 % PAYABLE UPON COMPLETION OF LOADING

BEFORE SIGNING/REALEASING B/LS MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY" (CONGEBILL FORM B/LS TO BE USED)

CHRTS TO GUARANTEE THAT CBC PER PIECE 82.4179 AND THAT TTL CBM FOR MIN 480 PCS EQUALS 39.560.592 ON WHICH FREIGHT TO BE PAID FOR MIN QUANT

- -B/LS TO BE ENDORSED ACCORDINGHLY FOR NBR OF PCS LOADED ON DECK
- -DECK CARGO ALWAYS AT CHRTS TIME/RISK AND EXPENSE
- -DEM USD 70.000/FD. DEMURRAGE AT LOAD PORT TO BE PAID ALONG WITH FREIGHT PAYMENT.
- -ANY AND ALL ADDITIONAL LASHING MATERIALS REQUIRED INCL ADDITIONAL STANTIONS TO BE FITTED FOR THE SAFE LASHING/SECURING OF CARGO OR SPECIAL FITTINGS OTHER THAN ON BOARD TO BE SUPPLIED BY CHRTS AT THEIR TIME/EXPENSE.
- -LASHING/UMLASHING/SECURING/DUNNAGING/FITTING TO BE DONE BY SHORE LABOUR AT CHRTS TIME/EXPENSE
- -ANY AND ALL KIND OF DUNNAGE/SEPARATION MATERIALS/FITTINGS REQUIRED TO BE FOR CHRTS ACC AND TIME
- -STOWAGE AND LASHING TO BE ALWAYS TO MASTERS

APPROVAL/DIRECTION/SATISFACTION

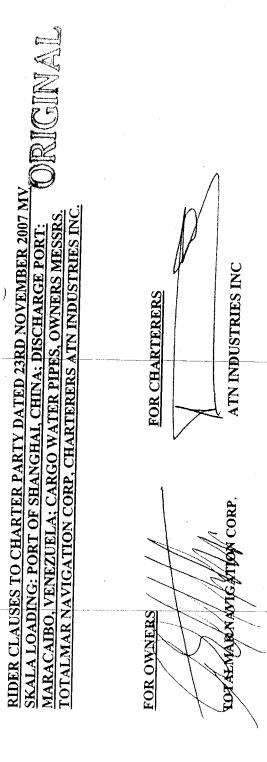
- -EXTRA INSURANCE IF ANY DUE TO VSL'S AGE /CLASS/FLAG OR OWNERSHIP TO BE FOR CHRTS ACC
- -ANY AND ALL KIND OF TAXES/DUES/WHARFAGES ETC ON CARGO AND FREIGHT BENDS INCL VENEZUELEAN TAXES OF ANY NATURE AND DREDGING DUES IF ANY TO BE FOR CHRTS/SHIPPERS/RECEIVERS ACC

COLLECTION OF DUNNAGE/SEPARATION/

WOODS AND LASHING MATERIALS OTHER THAN THOSE BELONGING TO THE VSL TO BE PERFORMED AND TAKEN ASHORE BY CHRTS SREVEDORES AT CHRTS TIME EXPENSE

- -OWNERS AGENTS BENDS
- -SUB FURTHER DETAILS OF GENCON C/P

Jeff.





ADDENDUM TO CHARTER PARTY DATED 23RD NOVEMBER 2007 MV SKALA LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

It is this day agreed between Owners Messrs. Totalmar Navigation Corp., and Messrs. ATN Industries Inc., as Charterers that due to the information received from Panama Agents Messrs. Wildford & McKay whom will be acting as vessel's agent through her passage by the Panama Canal, that due to regulations and restrictions on the visibility for cargoes loaded on deck; the M/V Skala will only be able to load min 410 pieces of pipes instead of the minimum 480 pieces contracted for as shown on Charter Party dated 23/11/07 signed by the two parties, so as to comply with said regulations and visibility restrictions. The Master will do the utmost to load more considering restrictions at Panama Canal and the safety and stability of vessel.

Signed in Caracas on the 30th day of December 2007. Two originals have been drawn up one for each party.

Totalmar Navigation Corp.

FOR OWNERS

FOR CHARTERERS

TALMAR NAVIGATION CORP.

ATN INDUSTRIES INC

EXHIBIT 2



Caracas, 06 de Mayo de 2008

Sres.

Totalmar Navigation Corp Inc.

Presente.-

Estimados señores:



Por medio de la presente les solicitamos de manera oportuna el resarcimiento de los daños causados a 31 Tubos Averiados, con las siguiente características: tubería de acero aliado con extremos biselados para soldar fabricadas según especificaciones AWWA C-200 ò equivalentes con material de características metalúrgicas similares al correspondiente al ASTM A-36 o al API Norma 5L Grado B.; diámetro nominal: 2.600 mm.; espesor mínimo: 15.88 mm.; longitud nominal: 12mts.; revestimiento exterior: brea epoxi-poliamida con espesor de 16 mils.; revestimiento interior: brea epòxica inerte espesor total de 16 mils.; ò esmalte de alquitrán de hulla (AWWA C-203) correspondiente a la carga del **Buque Skala**, el cual arribo desde Shanghai—China al Pto. Maracaibo-Venezuela el día 16 de enero de 2008 con un total de 430 tubos; según se detalla en cuadro anexo y cuyos daños se generaron durante la travesía marítima.

Por lo que requerimos que nos paguen de inmediato el monto correspondiente a la indemnización de los daños causados.

El monto del presente reclamo es de Quinientos Ochenta y Siete Mil Seiscientos Treinta Dólares con Once Centavos (\$.U.S. 587.630,11)

Sin más a que hacer referencia y quedando de ustedes se despide;

Atentamente,

José Martín Olivares. Presidente ATNINDOSTRIES, INC

8401 N.W.53RD Terrace Suite No. 209 • Miami, Florida 33166, U.S.A. Tel (305) 468-8600 • Fax (305) 468-9080 Caracas Office: Tel.: (58-212) 959.6763 Fax: (58-212) 959.8418

e-mail: atnind@bellsouth.net

BUQUE SKALA

Buque:	Skala
Fecha de Arribo	16 ENE 08
No. Total de Tubos	430
No. Tubos que Presentan Daño	31
Tipo de Tubos	2.600mm
Características del Tubo	Tubería de Acero aliado con extremos biselados para soldar fabricadas según especificaciones AWWA C-200 o equivalentes con material de características metalúrgicas similares al ASTM A-36 o al API Normal 5L Grado B.; diámetro nominal: 2.600mm.; espesor mínimo: 15.88mm.; longitud nominal: 12 mts.; revestimiento exterior: brea epoxi-poliamida con espesor de 16 mils.; revestimiento interior: brea epóxica inerte espesor total de 16mils., o esmalte de alquitrán de hulla (AWWA C-203).
Costo por Unidad de los Tubos	\$.U.S. 18.955,81
Costo Total de Tubos Dañados	\$.U.S. 587.630,11



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the Documentary Contrilles of	Countell of British States London	and the Documentery Committee of The Japan	Shirt the Archaese for Telans
T# 200	Countell	and the	STATE STATE

(. Shipbroker	RECOMMENDED THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AB REVISED 1922 and 1978) HIGHDING TH.O." ALTERNATIVE, ETC. (To be used for trades for which no approved form is in force) CODE NAME: "GENCON" Part Place and date
	Caracas, December 6th 2007
3. Owners/Place of business (Cl. 1)	4 Charterers/Place of Suriness (Ct. 1)
Totalmar Navigation Corp/Agecom As Disponent Owner	ATN Industries Inc. CCCT, Torre A, Piso B, Oficina 802 Chuao, Caracas 1065, Venezuela
5. Vessel's name (OL 1) M/V Rainbow Or Sub Owners option	6 GRT/NRT (CL 1) 25,676 / 13,991
7. Desideeight cargo carrying capacity in tone (abl.) (Cf. 1)	8. Present position (Cf. 1)
42,529	Trading
v. Expected ready to load (abt.) (Cf. 1) Laycan December 13/20, 2007	
10. Loading port of place (Of.) 1 good safe berth Shanghai, China always accessible always afloat	11. Oischarging port or place (CL 1) 1 good safe berth Maracalbo, Venezuela, always accessible always afloat
13. Freight rate (elso state if payable on delivered or intakon quantity) (Cl. 1)	14. Freight payment (state currency and melhod of payment) also beneficiary and bank account; (Cl. 4)
See clause 35	See clause 35
is. Loading and discharging coals (side afformative (e) or (b) of Cl. 5; size indicate il vessel is georisso)	18. Laylime (If separate laylime for load, and disch. is ugged, fill in a) and b). If total taylime for load, and disch., fill in c) only ((Ci. 名)
See clause 33	e) Layume for loading See clause 26
7. Shippara (state name and address) (Ct. 8)	b) Leylime for discharging See clause 26
Jiafang Steel Pipes Co, Ltd. 818 Jianhang Rd., Pudong New Dis-	c) Total taytime for loading and discharging
trict Shanghai. PRC At: Fletcher Xi 18. Demurage (wie Nosding and dischurging) (CL.7) See clause 27	19, Gancelling date (Cl. 18)
2. Brokerage commission and to whose payable (Cl. 13)	December 20th 2007
Additional clauses covering special provisions, it agreed. Additional clauses 22 to 42 both in Charter Party	clusive to form part of this
	**

	MANY MANY MANY MANY MANY MANY MANY MANY
Signatura (Owners)	Signature (Charlersis)
Totalmar Navigation Corp.	ATN Industries Inc.
COLUMNATA A	The state of the s
	The Bullians International Aladeria Conference (Blico) Congression
Printed and softre fall May Wall all of Corporation by authority and the corporation corpo	th of 120 Blanc and title to the contract of t

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"Gencon" Charter (As Revised 1922 and 1978) (including *F1.0." Alternative, ole.

It is agreed between the porty manifored in flox 2 as Gween of the steamer or motor-vessel named in flox 5, of the gross healt flogister lons indicated in Box 6 and carrying about the namber of lone dusdweight carps stated in Box 7, now in position as stated in Box 6 and expected ready to local under this Charter about the gate included in Box 3, and the porty montened as Charterse in Box 4, shift.

The ball vessel shell proceed to the heading part or place stated in box 10 or so near thereto as the may safety pet and the sixays sloot, and there load a lost and comprise cargo it shows not related to box 10 or so near thereto as the may safety pet and the sixays sloot, and there load a lost and comprise cargo it shows not related to one of the course of the course of the course of the course allowing the state in the course superstions required, the Owners allowing the two of any duminage wood on board it required; which the Charlerons bind themselves to ship, and being so loaded the vessel shall proceed to the discharging point or place stated in 18c x 11. so edicted on staying lifts of Leding or so near thereto as the may extery got and its always allost and there deliver the cargo on being paid in light or deliver the original health of the delivery of the delivery of the state of the course of the state of the course of the course of the state of the course of the course of the state of the course of the state of the course

Owners' Responsibility Clause Owners are to the poets of or usually a tente poets or in delay in delivery of the poeds only in case the loss, damage or dolay has been caused by the improper or negligant crowing of the goods (onless theselfs) performed by shippers (harbers or the poets) of the goods (onless theselfs) per because want of the citizens on the self-shippers of the control of the control of the control of the citizens of the self-shippers of the control of the citizens of the citize

seawormy and to access a supplied or by the personal act or dataulf of the Owners or queutanger. And the Dweet are responsible for no loss or damage or dajuy arising from any other screw or some other person compleyed by the owner of the owners ow

Oculation Clause
The vessel has liberty to call at any poil or parts in any order, for any purpose, le sail without pulots: to low encore asset yearests in all sheations, and ofen to deviate for the purpose of seving life and/ or propelly.

Payment of Freight See Clause 35

The Teight to be paid in the enemal properties in Co. name cash, 47
without discount on delivery of the energy at near rate of exchange at rating on Cay or days of agreement, to essivers of the energy closer of power to pay teight on account during marrier, if resurrand by Cup. 50 is not Owners, and the energy of the

s. Loading Discharging Costs See clause 33

Loading-Discharging Costs

(a) Gross Tories

St.

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(b) file undiffer storegimental. The crigary to the storegartial brightenship into the storegartial brightenship into the storegartial brightenship into the storegartial brightenship in the storegartial storegarti inford agents, free of any risk, facility and governor whatspoor to the Owners, shall provide winters motive sower and winchman from the Oder if requested and permitted: If not, ma Charlierers shall have deep if requested and permitted: If not may free provide and fall not apply I vessel is gestless and shall as such in 1817.

indicate alternative (a) or (b), os acreed, in there is.

s. Layling See clause 26

indicate atternative (a) or (b) as agreed, in for 15

See clause 27

7. Cemuriage DEC CLAUDE 2/ Feb vinding days on demicago at the use states in Box to per 102 day on por rais for any part of a day, psychlosiday by days, so to 103 aftered bleechools shoppinary troops of spatient and discharging. 104

1 b. Lian Clause
Deports shall have a lian on the cargo for traight, dead-traight, 106
deports and comages for detention. Charteress shall remain in-107
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deports for detail fraight and shall be detailed in standard for 108
deports for detailed and traight and shall be deported for sample for committee
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Bills of Lading
The Captain to sign Bills of Lading at such tale of height as 115
presented without projudies to this Charterparty, but should be 110
freight by Gills of Leding amount is less than the total chartering 117
freight the difference to be paid to the Captain to each on signing 118
Dills of Lading.

Cancelling Clause

Should the variet col by ready to load (whicher in berth or not) on 121 or before the date indicated in Box 19. Charlerors have the option 122 of cancelling this contract, spin before the date of cancelling this contract, spin before the cancel at two 122 of cancelling this contract, spin before versall's expected at two 32 post of loading 123 of feet; 48 feets we before versall's expected at two 32 post of loading 123 build in westart be dispaid or account of average or intensities. 125 Charlesus to be informed has soon as possible, and if the wassal is 126 delayed for more than 40 days after the day, she is a stood to be 127 expected roady to load, Charleron have the spine of canceling his 125 confract, onless a cancelling date has been agreed upon.

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Indomnity for non-parliaments of this Charterparty, proved damages 135 indomnity for non-parliaments of the Charterparty, proved damages 137 for exceeding estimated amount of traight.

Agency
It over case the Owners shall appoint his own Broxer or Agent both 138 of the part of discharge.

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25. CENERAL STRIKE CLAUSE.

16. SENERAL STRIKE CLAUSE.

16. New Control of the Co

War Risks ("Voywar 1950")

(1) In these clauses "War Risks" shall include any blockado or any 178 action which is amnounced as a blockade by any Government or by any 180 belliperent or by any organized body, sabotage, piracy, and any actual 181 or international war, highlitide, warlike operations, civil war, sivil com- 182 motions of residence.

or idealized with challities, worlks operations, civil war, civil con-182 metion, or revolution.

[2] Rul anything before the Wessel commence loading, it appears that 114 periodicing of the control will audiplic the Versel or the tests and 185 crew or fior surger to war drike in larry sluge of the advantage the Dewiser. 188 shall be writing by fatter or lelegram despetched to the Charterars, to 187 cancel this Charter.

[3] The Master shall not be required to load cargo or to continue the isolating or to proceed only to testing fills; to testing to any advanture 190 on which or any part at which it appears that the Wassel, her healed 191 and crew or her cargo will be subjected to war rack. In the eyent of 197 half becomes by the Stater of his refull undor the Claise father and or 193 hill bargo has been loaded, the Master sholl be at fillerly either to 198 hill bargo has been loaded, the Master sholl be at fillerly either to 198 hill be to Carry chief cargo 198 to Cowner, benefit and laccordingly to proceed the and lead to 197 of Owner's benefit and laccordingly to proceed the short of the Versel's short of the war of the war

to payable on the quantry sources.

(4) If at the time the tester elects to proceed with part or full range 20 ander Clause 3, or after the vessel has len the leading part, or the 208

"Gencon" Charter (As Revised 1922 and 1976) Including "F.I.O" Mismains, etc.

there of the looking ports, I more than one, I appairs that further 206 ff. GENE performance of the currants will stablest the Wessel, the Marsel and 200 of the war instead that the Marsel and 200 of the war instead that the Charlest and 200 of the war instead that the Charlest and 200 of the war instead that the Charlest and 200 of the advanced that the Charlest and 200 of the advanced that and 200 of the advanced that the Charlest and 200 of the advanced that and 200 of the advanced to the normalisation at a charlest by 211 of the advanced to the charlest and 200 of the advanced that and 200 of the advanced to the charlest and 200 of the 200 of the advanced to the charlest and 200 of the 200 of the

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RIDER CLAUSES TO CHARTER PARTY DATED 6TH DECEMBER 2007 MV RAINBOW LOADING: FORT OF SHANGHAI, CHINA: DISCHARGE PORT: MARACAIBO, VENEZUELA: CARGO WATER PIPES, OWNERS MESSRS, TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

CLAUSE 22: CARGO DESCRIPTION

POLICARBONATE STEEL PIPES DIMENSIONS GUARANTEED BY CHRTS 12.192 M LENGHT - 2.60 METER OUTER DIAMETER-12.3 METRIC TONES WEIGHT PER PIECE-STWOING MAX UPTO 5 TIERS HIGH, MIN PIECES OWNERS GUARANTEE TO LOAD UNDER/ON DECK ABT 357 PIECES AND UPTO MAX POSSIBLE INTAKE IN OWNERS OPTION.

CHRTS TO GUARANTEE THAT CBC PER PIECE 82.4179 AND THAT TOTAL CBM FOR MIN 480 PCS EQUALS 39.560.592 ON WHICH FREIGHT TO BE PAID FOR MIN QUANTITY.

CLAUSE 23: LOADING & DISCHARGING PORTS LOADING PORT: 1 GSB AAAA PORT OF SHANGHAI, CHINA

DISCHARGE PORT: IGSB AAAA MARACAIBO, VENEZUELA

CLAUSE 24: PRE-ARRIVAL NOTICES

OWNERS TO GIVE APPROXIMATE DATE AND TIME OF ARRIVAL TO LOADPORT AGENTS, SHIPPERS AND CHARTERERS WITH 72, 48 AND 24 HOURS PRIOR VESSEL'S ARRIVAL TO LOAD PORT.

ON SAILING LOADPORT MASTER TO ADVISE QUANTITY LOADED AND ETA TO DISCHARGE PORTS WITH 72, 48, 24 HOURS DEFINITE DATE AND TIME OF VESSEL'S ARRIVAL TO DISCHARGE PORT.

CLAUSE 25: ETA & LAYCAN

LAYCAN: 13 / 20 DECEMBER 2007.

ETA TO LOAD PORT DECEMBER 15 2007 WP/AGW.

CLAUSE 26: LAYTIME

UPON TENDERING NOTICE OF READINESS HOLDS TO BE CLEAN, AND FREE OF ANY OBSTACLES AS FAR AS A TWEEN/SHELTER DECKER CAN BE, AND IN EVERY WAY SUITABLE TO RECEIVE, LOAD, STOW THE CONTRACTED CARGO TO CHARTERERS / SHIPPER'S SATISFACTION.

LAYTIME FOR LOADING SHALL COMMENCE UPON VESSEL TENDERING NOTICE OF READINESS ANY TIME, DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED WHETER IN PORT OR NOT, WHETER IN BERTH OR NOT, WHETER IN FREE PRACTIQUE OR NOT, WHETER IN CUSTOM CLEAR OR NOT.

NOTICE OF READINESS MAY BE TENDERED ANY TIME DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED VIA, RADIO, FAX, PHONE, AND E-MAIL AT ANCHORAGE AREA AT LOAD AND DISCHARGE PORT.

TIME ACTUALLY USED BEFORE COMMENCEMENT OF LAYTIME TO COUNT.

IF BERTH OCCUPIED AT TIME OF VESSEL'S ARRIVAL AT LOADING & DISCHARGING PORTS, FULL LAYTIME TO COUNT AS PER CHARTER PARTY. ANY SHIFTING FROM LOAD/DISCH BERTH DUE TO CONGESTION OR OTHER UNFORSEEN MATTER, INCLUDING WAITING TIME, TO COUNT AS LAYTIME AND TO BE FOR CHARTERERS EXPENSE.

TOTAL LAYTIME FOR LOADING 4 WEATHER WORKING DAYS SUNDAYS AND HOLIDAYS INCLUDED.

LAYTIME NON REVERSIBLE

AT DISCHARGE PORT CARGO TO BE DISCHARGE BY VESSEL TO UNDER HOOK, AND CHARTERERS TO HAVE 4 WEATHER WORKING DAYS TO RECEIVE ALL CARGO FROM UNDER HOOK, AT VESSEL'S MAXIMUM TAKE AWAY RATE POSSIBLE, SUNDAYS AND HOLIDAYS INCLUDED.





RIDER CLAUSES TO CHARTER PARTY DATED 6TH DECEMBER 2007 MV RAINBOW LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA: CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

CLAUSE 27: DEMURRAGE

ALL TIME USED LOAD/DISCHARGE/WAITING AFTER LAYTIME EXPIRES AT LOADPORT OR DISCHARGE PORT WILL COUNT AS DEMURRAGE AND WILL BE PAID BY CHARTERERS AT THE RATE OF USD 70,000.00 PER DAY PRO RATA FOR PART OF THE DAY.

ANY DEMURRAGE INCURRED AT LOAD PORT TO BE PAID BY CHARTERERS TO OWNERS ALONG WITH FREIGHT PAYMENT AND AT DISCHARGE PORT IF ANY DETENTION IS INCURRED SAME TO BE PAID UPON COMPLETION OF DISCHARGE OPERATION WITHIN 7 DAYS OF OWNERS PRESENTATION OF INVOICE AND CORRESPONDING LAYTIME WITH SUPPORTING DOCUMENTS.

MASTER TO SIGN NOTICE OF READINESS AND STATEMENT OF FACTS AT EACH PORT.

FREE DESPATCH ALL PORTS.

CLAUSE 28: VESSEL'S GEAR

OWNERS TO GUARANTEE VESSEL'S EQUIPMENT IN GOOD WORKING ORDER, VESSEL TO GIVE FREE USE OF ENERGY, SUPPLY LIGHTS AS ONBOARD FOR NIGHT WORK, IF REQUIRED, FREE OF EXPENSES TO THE CHARTERERS.

CLAUSE 29: OVERTIME

OVERTIME TO BE FOR THE PARTY ORDERING SAME, EXCEPT CREW'S AND OFFICERS OVERTIME WHICH IS ALWAYS FOR OWNERS ACCOUNT.

OVERTIME ORDERED BY PORT AUTHORITIES AT LOAD/DISCHARGE PORTS TO BE FOR CHARTERERS ACCOUNT.

CLAUSE 30: ARBITRATION

ANY DISPUTE ARISING UNDER THIS CHARTER PARTY TO BE REFERRED TO ARBITRATION IN NEW YORK, WITH ONE (01) ARBITRATOR NOMINATED BY OWNERS AND ONE (01) ARBITRATOR NOMINATED BY CHARTERERS, AND IN CASE THE ARBITRATORS FAIL TO REACH AN AGREEMENT THEN THE DECISION OF AN UMPIRE TO BE FINAL AND BINDING UPON BOTH PARTIES. IF EITHER OF THE APPOINTED ARBITRATORS REFUSE TO ACT, OR IS UNCAPABLE OF ACTING, OR DIES, THE PARTY WHICH APPOINTED SUCH ARBITRATOR MAY APPOINT A NEW ARBITRATOR IN HIS PLACE.

IF ONE PARTY FAILS TO APPOINT AN ARBITRATOR, EITHER ORIGINALLY, OR BY WAY OF SUBSTITUTION AS AFORESAID, FOR SEVEN (07) CLEAR DAYS AFTER THE OTHER PARTY HAVING APPOINTED ITS ARBITRATOR, HAS SERVED THE PARTY MAKING DEFAULT WITH NOTICE TO MAKE THE APPOINTMENT, THE PARTY WHICH HAS APPOINTED AN ARBITRATOR MAY APPOINT THAT ARBITRATOR TO ACT AS SOLE ARBITRATOR IN THE REFERENCE AND HIS AWARD SHALL BE BINDING ON BOTH PARTIES AS IF HE HAD BEEN APPOINTED BY CONSENT.

CLAUSE 31: TAXES AND DUES

EXTRA INSURANCE IF ANY DUE TO VSL'S AGE/CLASS/FLAG OR OWNERSHIP TO BE FOR CHARTERERS ACCOUNT.

-ANY AND ALL KIND OF TAXES/DUES/WHARFAGES ETC ON CARGO AND FREIGHT BENDS INCL VENEZUELEAN TAXES OF ANY NATURE AND DREDGING DUES IF ANY TO BE FOR CHRTS/SHIPPERS/RECEIVERS ACCOUNT.

ANY TAXES / DUES / DUTIES ON VESSEL TO BE FOR OWNERS ACCOUNT BENDS.

CLAUSE 32: VESSEL COMPLIANCE

OWNERS GUARANTEE VESSEL COMPLIES WITH NORMAL REGULATIONS/CERTIFICATES TO PERFORM SUCH VOYAGE AND ANY DELAYS OR EXPENSES RESULTING THEREAFTER SHALL BE FOR OWNERS ACCOUNT



ORIGINAL

RIDER CLAUSES TO CHARTER PARTY DATED 6TH DECEMBER 2007 MV RAINBOW LOADING: PORT OF SHANGHAL CHINA: DISCHARGE PORT: MARACAIBO. VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS, TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

CLAUSE 33: COST OF LOADING AND DISCHARGE

CHARTERERS ARE TO LOAD CARGO ON BOARD VESSEL FREE OF EXPENSES TO VESSEL, STOWED, LASHED, SECURED, TALLYED, FITTINGS TO MASTER SATISFACTION, SUCH OPERATION TO BE DONE BY SHORE LABOUR AT CHRTS TIME/EXPENSE.

ANY AND ALL ADDITIONAL LASHING MATERIALS REQUIRED INCLUDING ADDITIONAL STANTIONS TO BE FITTED FOR THE SAFE LASHING/SECURING OF CARGO OR SPECIAL FITTINGS OTHER THAN ON BOARD TO BE SUPPLIED BY CHARTERERS AT THEIR TIME / EXPENSE.

ANY AND ALL KIND OF DUNNAGE/SEPARATION MATERIALS/FITTINGS REQUIRED TO BE FOR CHARTERERS ACCOUNT AND TIME.

-STOWAGE AND LASHING TO BE ALWAYS TO MASTERS APPROVAL/DIRECTION / SATISFACTION.

ANY ADDITONAL MATERIAL REQUIRED TO SAFELY SECURED AND STOWED CARGO TO BE SUPPLIED BY CHARTERERS FREE OF CHARGE TO VESSEL AND THEIR TIME AND EXPENSE.

ANY CARGO LOADED ON DECK TO BE AT CHARTERER'S TIME RISK AND EXPENSE.

AND DISCHARGE PORT THE CARGO TO BE DISCHARGE LINER OUT BY VESSEL TO UNDER HOOK AT OWNERS TIME AND EXPENSE BUT TO A MAXIMUM NUMBER OF 4 DAYS, SUNDAYS AND HOLIDAYS INCLUDED THERAFTER CHARTERERS ARE RESPONSIBLE FOR ANY TIME LOST DUE TO LACK OF TRUCK TO TAKE CARGO AWAY FROM UNDER VESSEL HOOK. IF VESSEL IS LONGER DETAINED THAN 4 DAYS; CHARTERERS TO PAY OWNERS FOR THE EXTRA DETENTION TIME AT THE RATE OF USS 60,000 PER DAY PRO RATA.

CHARTERERS TO BE RESPONSIBLE FOR ANY STEVEDORES DAMAGE DONE TO THE VESSEL. IF ANY DAMAGE, SAME TO BE SETTLED /PAID BY CHARTERERS WITHIN FIFTEEN (15) DAYS OF OCCURANCE OF SAID DAMAGE.

CLAUSE 34: NEW JASON, BOTH TO BLAME ETC

NEW JASON CLAUSE, NEW BOTH TO BLAME COLLISION CLAUSE, P&I BUNKER DEVIATION CLAUSE AND GENERAL CLAUSE PARAMOUNT, WHEN APLICABLE, TO BE INCORPORATED IN THIS CHARTER PARTY.

CLAUSE 35: FREIGHT PAYMENT & BANKING DETAILS

FREIGHT USD 121.50 PER CUBIC METER FREE IN STOWED, TRIMMED, LASHED / SECURED / DUNNAGED, LINER OUT END OF HOOK.

FREIGHT 100 % PAYABLE UPON COMPLETION OF LOADING BEFORE SIGNING

-REALEASING B/LS MARKED "TREIGHT PAYABLE AS PER CHARTER PARTY" INTO

OWNERS NOMINATED BANK ACCOUNT. (CONGEBILL FORM B/LS TO BE USED)

CHARTERERS TO GUARANTEE THAT CUBIC PER PIECE IS 82.4179 AND THAT TOTAL

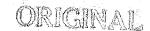
CUBIC FOR ABOUT 357 PIECES EQUALS 29,423.19 ON WHICH FREIGHT TO BE PAID FOR

MINIMUM QUANTITY.

BILLS OF LADING TO BE ENDORSED ACCORDINGHLY FOR NUMBERR OF PIECES LOADED ON DECK

FREIGHT TO BE DEEMED EARNED UPON LOAD AND DISCOUNTLESS, NON-RETURNABLE VESSEL A/O CARGO LOST OR NOT LOST.





RIDER CLAUSES TO CHARTER PARTY DATED 6TH DECEMBER 2007 MV RAINBOW LOADING: PORT OF SHANGHAL CHINA; DISCHARGE PORT: MARACAIBO. VENEZUELA: CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP. CHARTERERS ATN INDUSTRIES INC.

100 PERCENT TO BE REMITTED TO:

INTERMEDIARY BANK: JPMORGAN CHASE NEW YORK

Address Bank:

345 PARK AVENUE

NEW YORK - NY 10154

ABA: SWIFT:

021000021 CHASUS33

BENEFICIARY BANK:

EBNA BANK N.V.

ADR-BENE-BANK:

AMACO BUILDING 36-B

ZEELANDIA CURACAO, NETHERLANDS ANTILLES 0011990850

ACCOUNT BENE BANK:

ULTIMATE BENEFICIARY:

Totalmar Navigation Corp.

Account Ultimate Beneficiary: 201389

CLAUSE 36 VESSEL'S DESCRIPTION

VESSEL: MV RAINBOW OR SUB IN OWNERS OPTION

NORWAY/1994/N,K.

OPEN-HATCH BOX-SHAPED HOLD BULKER (EXCL NO.1/NO.8)

MAX 2.40 M OVER HANG (HATCH WAY/FORE AND AFT ONLY)

IS EXISTING THRU NO.2-NO.7 HOLD.

SMALL SLANT (HOPPER) IS EXISTING IN NO.7 HOLD

AFTER PART/BOTH SIDES).

DWT 42,529MT ON 11.535M SSW DRAFT

GRT 25,676 / NRT 13,991

LOA 184.93M / BEAM 30.50M / DEPTH 16.20M

4 SET X 30T JIB CRANE (4 GEARS SERVING ALL HATCHES

BUT ONLY 4 HATCHES SIMULTANEOUSLY AND EACH CRANE SET SERVING

ONLY IMMEDIATELY ADJACENT HATCHES

8 HOLDS / 8 HATCHES

GRAIN/BALE CAPA. 1,802,319CFT/1,759,341CFT

HATCH SIZE NO.1 8.80M X 12.96M

NO.2/6/7 14.40M X 25.92M

NO.3 13.60M X 25.92M

NO.4/5 12.80M X 25.92M

NO.8 8.80M X 16.20M

HATCH TYP:

NO.1/8: FOLDING TYPE

NO.2/3, 4/5, 6/7: PIOGY BACK TYPE

HOLD DIMS

(L) X (W) X (H)

Fore After

No.1 16.00M x 11.50M 22.50M x 14.40M

No.2 16.80M x 23.00M 25.92M x 14.40M

No.3 16.80M x 25.92M 25.92M x 14.40M No.4 16.80M x 25.92M 25.92M x 14.40M

No.5 16.80M x 25.92M 25.92M x 14.40M

No.6 16.80M x 25.92M 25.92M x 14.40M

No.7 16.80M x 25.92M 19.20M x 14.40M

No.8 15.20M x 18.80M 10.50M x 14.40M

ALL DETAILS "ABT".





RIDER CLAUSES TO CHARTER PARTY DATED 6TH DECEMBER 2007 MV RAINBOW LOADING: PORT OF SHANGHAL CHINA; DISCHARGE PORT; MARACAIBO. VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP. CHARTERERS ATN INDUSTRIES INC.

CLAUSE 37: AGENCY

OWNERS TO APPOINT AGENTS AT BOTH LOAD AND DISCHARGE PORT.

CLAUSE 38: MARKING BILL OF LADINGS

BILL OF LADING FIGURES TO BE USED AS PER SHIPPERS QUANTITY. BILL OF LADING TO BE MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY"

CLAUSE 39: LEGAL PRIORITY
CHARTER PARTY TERMS SHALL ALWAYS SUPERSEDE BILL OF LADING TERMS WHENEVER CONTRADICTORY

CLAUSE 40: CONFIDENTIALITY

ALL CONDITIONS AND TERMS HEREIN STATED SHALL BE DEEMED STRICTLY PRIVATE AND CONFIDENTIAL, AND NOT TO BE DISCLOSED OUTSIDE OF THE OFFICES OF THE PARTIES CONCERNED.

CLAUSE 41: CLEANING HOLDS THE CHARTERERS SHALL PROVIDE AND PAY FOR ALL DUNNAGE AND SECURING AND ESPECIAL MATERIAL AS REQUIRED FOR THE PROPER STOWAGE AND PROTECTION OF THE CARGO ONBOARD.

CLAUSE 42: MAINTERMS AS AGREED BETWEEN CHARTS & OWNERS VESSEL: MV RAINBOW OR SUB IN OWNERS OPTION

NORWAY/1994/N.K.

OPEN-HATCH BOX-SHAPED HOLD BULKER (EXCL NO.1/NO.8)

MAX 2.40 M OVER HANG (HATCH WAY/FORE AND AFT ONLY)

IS EXISTING THRU NO.2-NO.7 HOLD.

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AFTER PART/BOTH SIDES).

DWT 42.529MT ON 11.535M SSW DRAFT

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BUT ONLY 4 HATCHES SIMULTANEOUSLY AND EACH CRANE SET SERVING

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8 HOLDS / 8 HATCHES

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NO.4/5 12.80M X 25.92M

NO.8 8.80M X 16.20M

HATCH TYP

NO.1/8: FOLDING TYPE

NO.2/3, 4/5, 6/7 : PIGGY BACK TYPE

HOLD DIMS

(L) X (W) X (H)

Fore After

No.1 16,00M x 11,50M 22,50M x 14,40M

No.2 16.80M x 23.00M 25.92M x 14.40M No.3 16 80M x 25 92M 25 92M x 14.40M

No.4 16.80M x 25.92M 25.92M x 14.40M

No.5 16.80M x 25.92M 25.92M x 14.40M

No.6 16.80M x 25.92M 25.92M x 14.40M No.7 16.80M x 25.92M 19.20M x 14.40M

No.8 15.20M x 18.80M 10.50M x 14.40M

ALL DETAILS "ABT"



RIDER CLAUSES TO CHARTER PARTY DATED 6TH DECEMBER 2007 MV RAINBOW LOADING: PORT OF SHANGHAI. CHINA: DISCHARGE PORT: MARACAIBO. YENEZUELA: CARGO WATER PIPES. OWNERS MESSRS. TOTALMAR NAVIGATION CORP. CHARTERERS ATN INDUSTRIES INC.

LAY/CAN: 13TH DEC, 2007 / 20TH DEC, 2007 CARGO&QTY: ABT 357 PCS POLICARBONATE STEEL PIPES FRT RATE: USD 121:50 PER CBM FREE IN, STWOED L/S/D / LINER OUT END OF HOOK OTHER TERMS AND CONDITIONS AS PER CP SKALA DATED 23/11/07 AMENDED AS PER MAIN TERMS AND LOGICAL ALTERATIONS TO RIDER CLAUSES.

STOWAGE:

NO WELDING ON HATCH COVERS POSSIBLE DUE TO TYPE OF HATCOVERS

OWNRS TECHNICAL DEPT CONFIRM CAN LOAD 20 PCS OF PIPES IN EACH HOLD NO.1 AND HOLD NO.8, I.E., TOTAL 40 PCS CAN BE LOADED ADDITIONAL. HOLD NO.2/3/4/5/6 - 43PCS PER HOLD AND IN HOLD 7 - 42 PCS = TTL 257 ON DECK FOR NO.2/3/4/5/6/7 - 10PCS PER HATCH = TTL 60 PCS TFORE LOADABLE QTTY IS 357 PCS.- REPEAT 357 PIPES TOTAL

FOR OWNERS

TOTAL MARKAYTO ATION CORP.

FOR CHARTERERS

ATN INDUSTRIES INC

Totalmar Navigation Corp.

*

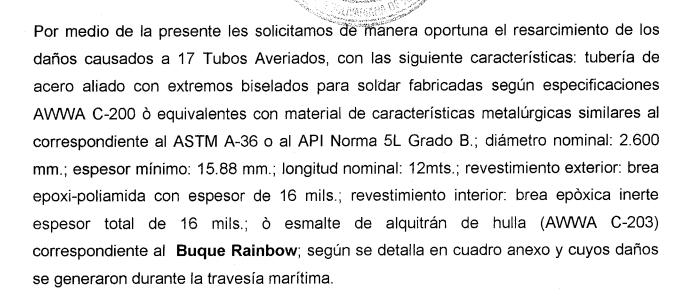
EXHIBIT 4



Caracas, 06 de Mayo de 2008

Sres. Totalmar Navigation Corp Inc. Presente -

Estimados señores:



Por lo que requerimos que nos paguen de inmediato el monto correspondiente a la indemnización de los daños causados.

El monto del presente reclamo es de Trescientos Veintidós Mil Doscientos Cuarenta y Ocho con Setenta y Siete Centavos (\$.U.S. 322.248,77).

Sin más a que hacer referencia y quedando de ustedes se despide;

Atentamente.

José Martin Olivares.

Presidente



BUQUE RAINBOW

Buque:	Rainbow		
Fecha de Arribo	04 MAR 08		
No. Total de Tubos	357		
No. Tubos que Presentan Daño	17		
Tipo de Tubos	2.600mm		
Características del Tubo	Tubería de Acero aliado con extremos biselados para soldar fabricadas según especificaciones AWWA C-200 o equivalentes con material de características metalúrgicas similares al ASTM A-36 o al API Normal 5L Grado B.; diámetro nominal: 2.600mm.; espesor mínimo: 15.88mm.; longitud nominal: 12 mts.; revestimiento exterior: brea epoxi-poliamida con espesor de 16 mils.; revestimiento interior: brea epóxica inerte espesor total de 16mils., o esmalte de alquitrán de hulla (AWWA C-203).		
Costo por Unidad de los Tubos	\$.U.S. 18.955,81		
Costo Total de Tubos Dañados	\$.U.S. 322.248,77		

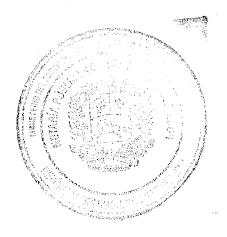


EXHIBIT 5

1. Shippioke:	— 19-0
	RECOMMENDED. THE BALTIC SHE INTERNATIONAL MARITIME CONFERENCE UNITORS GENERAL CHARTER (AS HEVISED 1922 and 1924) (INCLUDING TALE OF A CENTRALITY OF THE CONFERENCE OF THE PROPERTY OF THE COOR MARIE "SERVICES" (SAFETY OF THE PROPERTY OF THE COOR MARIE "SERVICES")
	COOR MANS: "GENCOH"
	Caracas December 7th 2007
a. Owners/Place of business (O. I)	4. Oliginarate/Place of business (CL 1)
Totalmar Navigation Corp/Agecom	ATN Industries Inc.
As Disponent Owners	CCCT, Torre A, Piso 8, Oficina 6 Chuao, Caracas 1065, Venezuela
d. Vessel's name (CL 1)	
M/V Mairouli or Sub in Owners optio	A. GRT/ART (C). ()
7. Deadweight seeps carrying copacity in tone (abi.) (Cl. 1)	30,018 / 18,486 8. Present position (GI. 1)
53,206 mt deadweight	Trading
* Expected ready to load gabl.) (Cl. n December 27th 2007	
o Lossing son orphics Cl. 1, 1good safe berth Shanghai, China	ii. Discharging port or place (Ca. ii) I good safe berth Maracaibo, Vene-
always accessible always afloat	zuela, always accessible always
2. Cargo (sixo alare quantity and margin in Owners' option, it agreed; if tuil	art to a t
Min 435 pieces of pipes upto vessel of policarbonate steel water pipes of See also clause 22	'S Till Aspanifur of Assess Line
bee also clause 22	
	•
See clause 35	•
s. Freight rate tales state if payable on de valed or imaken quantity (CL. 1) See clause 35	14. Fleight payment (state ourseley and mathod of payment) size bane? and bank spotouni (See Clause 35
See Clause 35 Loading and discharging costs (state electrum re (a) of (b) of Cl. sisted indicate it vessel is generated.	14. Fielght payment (state oursardy and mathod of payment) size benefit and bank socious) (See Clause 35 15. Laytone (if separate tayling for free, and disch, it agreed, fill in a) and it to be the separate tayling for free, and disch, fill in o) doky; (6)
s. Freight rate tales state if payable on de valed or imaken quantity (CL. 1) See clause 35	14. Freight payment (state currency and method of payment) size benefit and bank appoint) (See Clause 35 18. Eaytime (if separate taylings for to ed, and dison, is agreed, fill in a) and it total saytime to, total, and dison, in it is o) only total saytime to, total, and dison, in it is o) only total saytime to.
See clause 35 Losding and discussions costs (state electron to (a) or (b) of CL 5 etco indicate (f value) is generally See clause 33 See clause 33 Shipper (state likes and escreen) (CL 6)	14. Fielght payment (state oursardy and mathod of payment) also benefined and bank soccurit of see Clause 35 15. Laytime (if separate tayling for seed, and dison, is express, fill in a) and it total tayling to, load, and dison, in in o) doly; (if
See clause 35 Losding and discussions costs (state electron to (a) or (b) of CL State included if valued is generally See clause 33 See clause 33 Shippers (state rises and escreen) (CL e) Jiafang Steel Pipes Co, Ltd.	14. Fielght payment (state ourrancy and method of payment) state band and bank appoint) is see clause 35 18. Eaptime (if separate tayling for it ed. and disch. It agreed. (iii in a) and it total tayling to, load, and disch., fill in o) doby (ii) e) Layling for loading See Clause 26 b) Layling for discharging See, Clause 26
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See clause 35 Lossing and discharging costs (state electrum or (a) or (b) of Cl. 2; state indicate ill vesses is generical) See clause 33 emission (state indice and endress) (Cl. 6) Jiafang Steel Pipes Co, Ltd. 316 Jianhang Rd. Pudong New District Shangahl, PRC At Fletcher Xi Designing rate (state indice and endress) (Cl. 6)	14. Freight payment (state currency and method of payment) state band and bank appoint) See clause 35 18. Laytime (if separate taylines for seed, and dison, is agreed, fill in a) as it total faylines to load, and dison,, fill in o) doby; (c) a) Laytime for loading See Clause 26 b) Laytime for standarpling See clause 26 c) Total taylines for spading and discharging 18. Cancelling date (C. U)
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"Gencon" Charter (As Revised 1922 and 1976)
Including Fulo Allerative, etc.

reyment of Freight: See Clause 35
the traight to be paid in the maney prescribed in how it in tash without discount on delivery of the cargo at mean rate of exchange sing an day of days of paynes, the treedlers of the cargo being part by of days of paynes, the treedlers of the cargo being posted by pay freight on account during delivery, if required by Copyrist of the cargo being out of paynes, the pay of cargo of the cargo being an of paynes, and of paynes, and of the cargo being of the cargo of the cargo

Leading Discharging Coals See clause 33

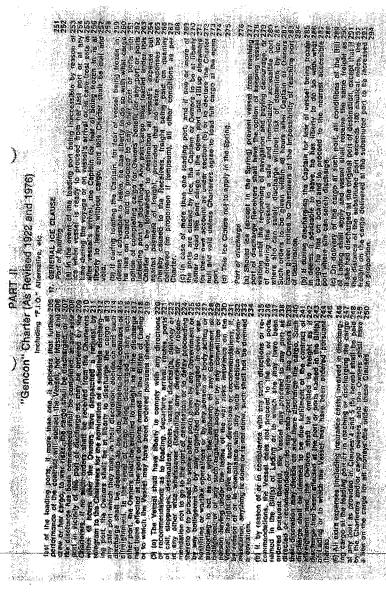
ale alternative (a) or (b), as apropo, in the 15.

mm. See clause 26

The dargo shall be displaced evident be settly the an acceptant of the state of the

7. Damurraga See Clause 27

Ten sunning days be descurred at the role stated in Box 15 per 102
day or por tain for any bent of a day, payable day by day, to but has
ellowed Marchant-subgoilder at poins of leading and discharging. 104



ORIGINAI

RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MV MAIROULI LOADING: PORT OF SHANGHAL CHINA: DISCHARGE PORT: MARACAIBO, VENEZUELA: CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP. CHARTERERS ATN INDUSTRIES INC.

CLAUSE 22: CARGO DESCRIPTION

POLICARBONATE STEEL PIPES DIMENSIONS GUARANTEED BY CHRTS 12.192 M LENGHT -2.60 METER OUTER DIAMETER-12.3 METRIC TONES WEIGHT PER PIECE-STWOING MAX UPTO 5 TIERS HIGH, MIN PIECES OWNERS GUARANTEE TO LOAD UNDER/ON DECK AND HATCH COVERS MIN 435 PIECES AND UPTO MAX POSSIBLE INTAKE IN OWNERS OPTION.

CHRTS TO GUARANTEE THAT CBC PER PIECE 82.4179 AND THAT TOTAL CBM FOR MIN 435 PCS EQUALS 35.851.7865 ON WHICH FREIGHT TO BE PAID FOR MIN QUANTITY.

CLAUSE 13: LOADING & DISCHARGING PORTS LOADING PORT: I GSB AAAA PORT OF SHANGHAI, CHINA

DISCHARGE PORT: IGSB AAAA MARACAIBO, VENEZUELA

CLAUSE 24: PRE-ARRIVAL NOTICES

OWNERS TO GIVE APPROXIMATE DATE AND TIME OF ARRIVAL TO LOADPORT AGENTS, SHIPPERS AND CHARTERERS WITH 72, 48 AND 24 HOURS PRIOR VESSEL'S ARRIVAL TO LOAD PORT.

ON SAILING LOADPORT MASTER TO ADVISE QUANTITY LOADED AND ETA TO DISCHARGE PORTS WITH 72, 48, 24 HOURS DEFINITE DATE AND TIME OF VESSEL'S ARRIVAL TO DISCHARGE PORT.

CLAUSE 25: ETA & LAYCAN LAYCAN: 26/31 DECEMBER 2007.

ETA TO LOAD PORT DECEMBER 27TH WP/AGW.

CLAUSE 26: LAYTIME
UPON TENDERING NOTICE OF READINESS HOLDS TO BE CLEAN, AND FREE OF ANY OBSTACLES AS FAR AS A TWEEN/SHELTER DECKER CAN BE, AND IN EVERY WAY SUITABLE TO RECEIVE, LOAD, STOW THE CONTRACTED CARGO TO CHARTERERS / SHIPPER'S SATISFACTION.

LAYTIME FOR LOADING SHALL COMMENCE UPON VESSEL TENDERING NOTICE OF READINESS ANY TIME, DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED WHETER IN PORT OR NOT, WHETER IN BERTH OR NOT, WHETER IN FREE PRACTIQUE OR NOT, WHETEHR IN CUSTOM CLEAR OR NOT.

NOTICE OF READENESS MAY BE TENDERED ANY TIME DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED VIA, RADIO, FAX, PHONE, AND E-MAIL AT ANCHORAGE AREA AT LOAD AND DISCHARGE PORT.

TIME ACTUALLY USED BEFORE COMMENCEMENT OF LAYTIME TO COUNT.

IF BERTH OCCUPIED AT TIME OF VESSEL'S ARRIVAL AT LOADING & DISCHARGING PORTS, FULL LAYTIME TO COUNT AS PER CHARTER PARTY. ANY SHIFTING FROM LOAD/DISCH BERTH DUE TO CONGESTION OR OTHER UNFORSBEN MATTER, INCLUDING WAITING TIME, TO COUNT AS LAYTIME AND TO BE FOR CHARTERERS EXPENSE

TOTAL LAYTIME FOR LOADING 4 WEATHER WORKING DAYS SUNDAYS AND HOLIDAYS INCLUDED.

LAYTIME NON REVERSIBLE

AT DISCHARGE PORT CARGO TO BE DISCHARGE BY VESSEL TO UNDER HOOK, AND CHARTERERS TO HAVE 4 WEATHER WORKING DAYS TO RECEIVE ALL CARGO FROM UNDER HOOK AT VESSEL'S MAXIMUM TAKE AWAY RATE POSSIBLE, SUNDAYS AND HOLIDAYS INCLUDED.



RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MV MAIROULI LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS, TOTALMAR NAVIGATION CORP. CHARTERERS ATN INDUSTRIES INC.

CLAUSE 27: DEMURRAGE

ALL TIME USED LOAD/DISCHARGE/WAITING AFTER LAYTIME EXPIRES AT LOADPORT OR DISCHARGE PORT WILL COUNT AS DEMURRAGE AND WILL BE PAID BY CHARTERERS AT THE RATE OF USD 70,000.00 PER DAY PRO RATA FOR PART OF THE DAY.

ANY DEMURRAGE INCURRED AT LOAD PORT TO BE PAID BY CHARTERERS TO OWNERS ALONG WITH FREIGHT PAYMENT AND AT DISCHARGE PORT IF ANY DETENTION IS INCURRED SAME TO BE PAID UPON COMPLETION OF DISCHARGE OPERATION WITHIN 7

DAYS OF OWNERS PRESENTATION OF INVOICE AND CORRESPONDING LAYTIME WITH SUPPORTING DOCUMENTS.

MASTER TO SIGN NOTICE OF READINESS AND STATEMENT OF FACTS AT EACH PORT.

FREE DESPATCH ALL PORTS.

CLAUSE 28: VESSEL'S GEAR

OWNERS TO GUARANTEE VESSEL'S EQUIPMENT IN GOOD WORKING, VESSEL TO GIVE FREE USE OF ENERGY, SUPPLY LIGHTS AS ONBOARD FOR NIGHT WORK, IF REQUIRED, FREE OF EXPENSES TO THE CHARTERERS.

CLAUSE 29: OVERTIME

OVERTIME TO BE FOR THE PARTY ORDERING SAME, EXCEPT CREW'S AND OFFICERS OVERTIME WHICH IS ALWAYS FOR OWNERS ACCOUNT.

OVERTIME ORDERED BY PORT AUTHORITIES AT LOAD/DISCHARGE PORTS TO BE FOR CHARTERERS ACCOUNT.

CLAUSE 30: ARBITRATION

ANY DISPUTE ARISING UNDER THIS CHARTER PARTY TO BE REFERRED TO ARBITRATION IN LONDON, WITH ONE (01) ARBITRATOR NOMINATED BY OWNERS AND ONE (01) ARBITRATOR NOMINATED BY CHARTERERS, AND IN CASE THE ARBITRATORS FAIL TO REACH AN AGREEMENT THEN THE DECISION OF AN UMPIRE TO BE FINAL AND BINDING UPON BOTH PARTIES. IF EITHER OF THE APPOINTED ARBITRATORS REFUSE TO ACT, OR IS UNCAPABLE OF ACTING, OR DIES, THE PARTY WHICH APPOINTED SUCH ARBITRATOR MAY APPOINT A NEW ARBITRATOR IN HIS PLACE.

IF ONE-PARTY FAILS TO APPOINT AN ARBITRATOR, EITHER ORIGINALLY, OR BY WAY OF SUBSTITUTION AS AFORESAID, FOR SEVEN (07) CLEAR DAYS AFTER THE OTHER PARTY HAVING APPOINTED ITS ARBITRATOR, HAS SERVED THE PARTY MAKING DEFAULT WITH NOTICE TO MAKE THE APPOINTMENT, THE PARTY WHICH HAS APPOINTED AN ARBITRATOR MAY APPOINT THAT ARBITRATOR TO ACT AS SOLE ARBITRATOR IN THE REFERENCE AND HIS AWARD SHALL BE BINDING ON BOTH PARTIES AS IF HE HAD BEEN APPOINTED BY CONSENT.

CLAUSE 31: TAXES AND DUES

EXTRA INSURANCE IF ANY DUE TO VSL'S AGE /CLASS/FLAG OR OWNERSHIP TO BE FOR CHARTERERS ACCOUNT.

-ANY AND ALL KIND OF TAXES/DUES/WHARFAGES ETC ON CARGO AND FREIGHT BENDS INCL VENEZUELEAN TAXES OF ANY NATURE AND DREDGING DUES IF ANY TO BE FOR CHRTS/SHIPPERS/RECEIVERS ACCOUNT.

ANY TAXES / DUES / DUTIES ON VESSEL TO BE FOR OWNERS ACCOUNT BENDS.

CLAUSE 32: VESSEL COMPLIANCE

OWNERS GUARANTEE VESSEL COMPLIES WITH NORMAL REGULATIONS/CERTIFICATES TO PERFORM SUCH VOYAGE AND ANY DELAYS OR EXPENSES RESULTING THEREAFTER SHALL BE FOR OWNERS ACCOUNT.

CLAUSE 33: COST OF LOADING AND DISCHARGE

CHARTERERS ARE TO LOAD CARGO ON BOARD VESSEL FREE OF EXPENSES TO VESSEL,





RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MV MAIROULI LOADING: FORT OF SHANGHAL CHINA: DISCHARGE PORT: MARACABO, VENEZUELA: CARGO WATER PIPES. OWNERS MESSRS, TOTALMAR NAVIGATION CORP. CHARTERERS ATN INDUSTRIES INC.

STOWED, LASHED, SECURED, TALLYED, FITTINGS TO MASTER SATISFACTION, SUCH OPERATION TO BE DONE BY SHORE LABOUR AT CHRTS TIME/EXPENSE. ANY AND ALL ADDITIONAL LASHING MATERIALS REQUIRED INCLUDING ADDITIONAL STANTIONS TO BE FITTED FOR THE SAFE LASHING/SECURING OF CARGO OR SPECIAL FITTINGS OTHER THAN ON BOARD TO BE SUPPLIED BY CHARTERERS AT THEIR TIME / EXPENSE.

ANY AND ALL KIND OF DUNNAGE/SEPARATION MATERIALS/FITTINGS REQUIRED TO BE FOR CHARTERERS ACCOUNT AND TIME.

-STOWAGE AND LASHING TO BE AT WAYS TO MASTERS ADDRESS.

-STOWAGE AND LASHING TO BE ALWAYS TO MASTERS APPROVAL / DIRECTION / SATISFACTION.

ANY ADDITONAL MATERIAL REQUIRED TO SAFELY SECURED AND STOWED CARGO TO BE SUPPLIED BY CHARTERERS FREE OF CHARGE TO VESSEL AND THEIR TIME AND EXPENSE.

ANY CARGO LOADED ON DECK TO BE AT CHARTERER'S TIME RISK AND EXPENSE.

AND DISCHARGE PORT THE CARGO TO BE DISCHARGE LINER OUT BY VESSEL TO UNDER HOOK AT OWNERS TIME AND EXPENSE BUT TO A MAXIMUM NUMBER OF 4 DAYS, SUNDAYS AND HOLIDAYS INCLUDED THERAFTER CHARTERERS ARE RESPONSIBLE FOR ANY TIME LOST DUE TO LACK OF TRUCK TO TAKE CARGO AWAY FROM UNDER VESSEL HOOK, IF VESSEL IS LONGER DETAINED THAN 4 DAYS; CHARTERERS TO PAY OWNERS FOR THE EXTRA DETENTION TIME AT THE RATE OF USS 60,000 PER DAY PRO RATA.

CHARTERERS TO BE RESPONSIBLE FOR ANY STEVEDORES DAMAGE DONE TO THE VESSEL. IF ANY DAMAGE, SAME TO BE SETTLED /PAID BY CHARTERERS WITHIN FIFTEEN (15) DAYS OF OCCURANCE OF SAID DAMAGE.

CLAUSE 34: NEW JASON, BOTH TO BLAME ETC
NEW JASON CLAUSE, NEW BOTH TO BLAME COLLISION CLAUSE, P&I BUNKER
DEVIATION CLAUSE AND GENERAL CLAUSE PARAMOUNT, WHEN APLICABLE, TO BE
INCORPORATED IN THIS CHARTER PARTY.

CLAUSE 35: FREIGHT PAYMENT & BANKING DETAILS

FREIGHT USD 120.50 PER CUBIC METER FREE IN STOWED, TRIMMED, LASHED / SECURED / DUNNAGED, LINER OUT END OF HOOK.

FREIGHT 100 % PAYABLE UPON COMPLETION OF LOADING BEFORE SIGNING
//REALEASING B/LS MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY" INTO
OWNERS NOMINATED BANK ACCOUNT. (CONGEBILL FORM B/LS TO BE USED)
CHARTERERS TO GUARANTEE THAT CUBIC PER PIECE IS B24179 AND THAT TOTAL
CUBIC FOR MINIMUM MIN 435 PIECES BQUALS 35.851,7865 ON WHICH FREIGHT TO BE
PAID FOR MINIMUM QUANTITY.
BILLS OF LADING TO BE ENDORSED ACCORDINGHLY FOR NUMBERR OF PIECES LOADED
ON DECK

FREIGHT TO BE DEEMED EARNED UPON LOAD AND DISCOUNTLESS, NON-RETURNABLE VESSEL A/O CARGO LOST OR NOT LOST.



RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER MAIROULI LOADING: PORT OF SHANGHAL CHINA: DISCHARGE PORT: MARACAIBO. VENEZUELA: CARGO WATER PIPES, OWNERS MESSRS, TOTALMAR NAVIGATION CORP. CHARTERERS ATN INDUSTRIES INC.

100 PERCENT TO BE REMITTED TO:

INTERMEDIARY BANK: JPMORGAN CHASE NEW YORK

Address Bank:

345 PARK AVENUE

NEW YORK - NY 10154

ABA:

021000021

SWIFT:

CHASUS33

BENEFICIARY BANK: ADR-BENE-BANK:

EBNA BANK N.V. AMACO BUILDING 36-B

ACCOUNT BENE BANK:

ZEELANDIA CURACAO, NETHERLANDS ANTILLES 0011990850

ULTIMATE BENEFICIARY:

Totalmar Navigation Corp.

Account Ultimate Beneficiary: 201389

CLAUSE 36 VESSEL'S DESCRIPTION

VESSEL: M/V MAIROULI EX SIBULK DEDICATION OR SUB IN OWNERS OPTION

DWT/DRAFT / TPC SUMMER : 53,206 MT / 12,303 MTRS / 65,30 MT

BUILT JUNE 2005, IMABARI - JAPAN

FLAG/CLASS: PANAMA / N.K.K GRT/NRT: 30,018 / 18,486

LOA/BREADTH/DEPTH: 189,94 MTRS / 32,26 MTRS / 17,30 MTRS

HO/HA:5/5

CARGO GEAR: 4 CRANES ELECTRO HYDRAULIC 30.5 MT SWL EACH TOTAL GRAIN: 68,927.4 M3 / BALE: 66,526.1 M3

SPEED / CONSUMPTION:

IN GOOD WEATHER CONDITIONS I.E. UPTO BEAUFORT FORCE 4 AND DOUGLAS SEA

STATE 3 AND NO ADVERSE CURRENT.

AT SEA BALLAST: ABT 14.5 KNOTS ON ABT 37.0 MTS IFO AND

ABT 0.3 MTS MDO

AT SEA LADEN : ABT 14.0 KNOTS ON ABT 37.0 MTS IFO

AND ABT 0.3 MTS MDO

IDLE: ABT 3.0 MTS IFO / DAY AND ABT 0.3 MTS MDO/ DAY

IN PORT WORKING : ABT 6.0 MTS IFO / DAY AND ABT 0.3 MTS MDO/DAY

ALL DETAILS IN GOOD FAITH AND WOG

CLAUSE 37: AGENCY

OWNERS TO APPOINT AGENTS AT BOTH LOAD AND DISCHARGE PORT.

CLAUSE 38: MARKING BILL OF LADINGS

BILL OF LADING FIGURES TO BE USED AS PER SHIPPERS QUANTITY.

BILL OF LADING TO BE MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY"

CLAUSE 30: LEGAL PRIORITY CHARTER PARTY TERMS SHALL ALWAYS SUPERSEDE BILL OF LADING TERMS WHENEVER CONTRADICTORY.

CLAUSE 40: CONFIDENTIALITY

ALL CONDITIONS AND TERMS HEREIN STATED SHALL BE DEEMED STRICTLY PRIVATE AND CONFIDENTIAL, AND NOT TO BE DISCLOSED OUTSIDE OF THE OFFICES OF THE PARTIES CONCERNED.



RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MV MAIROULI LOADING: PORT OF SHANGHAL, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP. CHARTERERS ATN INDUSTRIES INC.

CLAUSE 41: CLEANING HOLDS

THE CHARTERERS SHALL PROVIDE AND PAY FOR ALL DUNNAGE AND SECURING AND ESPECIAL MATERIAL AS REQUIRED FOR THE PROPER STOWAGE AND PROTECTION OF THE CARGO ONBOARD.

CLAUSE 42: MAINTERMS AS AGREED BETWEEN CHARTS & OWNERS

MV M/V MAIROULI AS PREVIOUSLY DESCRIBED

-SUB CHRTS APPR BY OWNERS PLEASE SUPPLY CHARTERERS NAME, FULL STYLE, BANK REFERENCES, MIC PHONE, E-MAIL ETC

-MIN PCS OWNERS GUARANTEE TO LOAD UNDER/ON DECK AND HATCH COVERS MIN 435 PIECES POLICARBONATE STEEL PIPES (DIMENSIONS GUARANTEED BY CHRTS 12.192 M LENGHT - 2.60 M OUTER DIAMETER-12.3MT WEIGHT PER PIECE-STWOING MAX UPTO 6 TIERS MASTER'S OPTION) AND UPTO MAX POSSIBLE INTAKE IN OWNERS OPTION

-SHANGHAI/MARACAIBO 1 SB AAAA BENDS

-L/C 26/31 DEC 2007

-LOAD 4 TTL WWD SAT/SUND/LOCAL/NATIONAL HOLIDAYS INCLUDED
-AT DISCHARGE PORT CHARTEERS WILL HAVE MAXIMUM D 4 TTL WWD
SAT/SUND/LOCAL/NATIONAL HOLYDAYS INCLUDED, ONCE EXPIRED VESSEL TO
PAY DETENTION AT US\$ 60,000 PER DAY.

-TIME NOR REVERSIBLE

-NOR BENDS TO BE TENDERED TO THE AGENTS BY EMAIL/FAX/CABLE UPON ARRIVAL USUAL ANCOHORAGE/PILOT STATION SSHINC

-FREIGHT USD 120.50 PER CBM FREE IN STOWED, TRIMMED, L/S/D, LINER OUT END OF HOOK.

FREIGHT 100 % PAYABLE UPON COMPLETION OF LOADING

BEFORE SIGNING/REALEASING B/LS MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY" (CONGEBILL FORM B/LS TO BE USED)

CHRTS TO GUARANTEE THAT CBC PER PIECE 82.4179 AND THAT TIL

CBM FOR MIN 480 PCS EQUALS 39.560.592 ON WHICH FREIGHT TO BE PAID FOR MIN QUANT

-B/LS TO BE ENDORSED ACCORDINGHLY FOR NBR OF PCS LOADED ON DECK

-DECK GARGO ALWAYS AT CHRTS TIME/RISK AND EXPENSE

-DEM USD 70.000/FD. DEMURRAGE AT LOAD PORT TO BE PAID ALONG WITH FREIGHT PAYMENT.

-ANY AND ALL ADDITIONAL LASHING MATERIALS REQUIRED INCL ADDITIONAL STATITIONS TO BE FITTED FOR THE SAFE LASHING/SECURING OF CARGO OR SPECIAL FITTINGS OTHER THAN ON BOARD TO BE SUPPLIED BY CHRIS AT THEIR TIME/EXPENSE.

-LASHING/UMLASHING/SECURING/DUNNAGING/FITTING TO BE DONE BY SHORE LABOUR AT CHRTS TIME/EXPENSE

-ANY AND ALL KIND OF DUNNAGE/SEPARATION MATERIALS/FITTINGS REQUIRED TO BE FOR CHRTS ACC AND TIME

-STOWAGE AND LASHING TO BE ALWAYS TO MASTERS

APPROVAL/DIRECTION/SATISFACTION

-EXTRA INSURANCE IF ANY DUE TO VSL'S AGE /CLASS/FLAG OR OWNERSHIP TO BE FOR CHRIS ACC

-ANY AND ALL KIND OF TAXES/DUES/WHARFAGES ETC ON CARGO AND EREIGHT BENDS INCL VENEZUELEAN TAXES OF ANY NATURE AND DREDGING DUES IF ANY TO BE FOR CHRTS/SHIPPERS/RECEIVERS ACC

COLLECTION OF DUNNAGE/SEPARATION/

WOODS AND LASHING MATERIALS OTHER THAN THOSE BELONGING TO THE VSL TO BE PERFORMED AND TAKEN ASHORE BY CHRTS SREVEDORES AT CHRTS TIME EXPENSE

-OWNERS AGENTS BENDS

-SUB FURTHER DETAILS OF GENCON C/P. END



ORIGINAL

RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MY MAIROULI LOADING: PORT OF SHANGHAL CHINA: DISCHARGE PORT: MARACAIBO, VENEZUELA: CARGO WATER PIPES, OWNERS MESSRS, TOTALMAR NAVIGATION CORP. CHARTERERS ATN INDUSTRIES INC.

FOR OWNERS

TOTALMARNAVIGATION CORP.

FOR CHARTERERS

ATN INDUSTRIES INC



ADDENDUM TO CHARTER PARTY DATED 7TH DECEMBER 2007 MV MAIROULI LOADING: PORT OF SHANGHAL CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS, TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

It is day agreed between Owners Messrs, Totalmar Navigation Corp., and Messrs. ATN Industries Inc., as Charterers that the Laycan for the 5th shipment of pipes loading at Shanghai have been shifted from December 26/31, 2007 to January 26/31st 2008 and vessel will only load min 410 pieces of pipes upto vessel's full capacity in Charter option.

Signed in Caracas on the 28th day of December 2007. Two originals have been drawn up one for each party.

FOR OWNERS

FOR CHARTERERS

TOTALMAR WAVIGATION CORP.

ATN INDUSTRIES INC

'otalmar Navigation Corp.

EXHIBIT 6



Caracas, 06 de Mayo de 2008

Sres. Totalmar Navigation Corp Inc. Presente.-

Estimados señores:

Por medio de la presente les solicitamos de manera oportuna el resarcimiento de los daños causados a 13 Tubos Averiados, con las siguiente características: tubería de acero aliado con extremos biselados para soldar fabricadas según especificaciones AWWA C-200 ò equivalentes con material de características metalúrgicas similares al al ASTM A-36 o al API Norma 5L Grado B.; diámetro nominal: 2.400 mm.; espesor mínimo: 14.50 mm.; longitud nominal: 12mts.; revestimiento exterior: brea epoxipoliamida con espesor de 16 mils.; revestimiento interior: brea epòxica inerte espesor total de 16 mils.; ò esmalte de alguitrán de hulla (AWWA C-203) correspondiente al Buque Go Star; según se detalla en cuadro anexo y cuyos daños se generaron durante la travesía marítima.

Por lo que requerimos que nos paguen de inmediato el monto correspondiente a la indemnización de los daños causados.

El monto del presente reclamo es de Doscientos Veintidós Mil Ocho Dólares con Dos Centavos (\$.U.S. 222.008,02)

Sin más a que hacer referencia y quedando de ustedes se despide;

Atentamente.

José Martín Olivares.

Presidente



BUQUE GO STAR

Buque:	Go Star		
Fecha de Arribo	06 MAR 08		
No. Total de Tubos	431		
No. Tubos que Presentan Daño	13		
Tipo de Tubos	2.400mm		
Características del Tubo	Tubería de Acero aliado con extremos biselados para soldar fabricadas según especificaciones AWWA C-200 o equivalentes con material de características metalúrgicas similares al ASTM A-36 o al API Normal 5L Grado B.; diámetro nominal: 2.400mm.; espesor mínimo: 14.50mm.; longitud nominal: 12 mts.; revestimiento exterior: brea epoxi-poliamida con espesor de 16 mils.; revestimiento interior: brea epóxica inerte espesor total de 16mils., o esmalte de alquitrán de hulla (AWWA C-203).		
Costo por Unidad de los Tubos	\$.U.S. 17.077,54		
Costo Total de Tubos Dañados	\$.U.S. 222.008,02		



EXHIBIT 7

1. Shipbroker

Dort

2. Place and date
Caracas, December 29th 2007
4. Charterers/Place of business (Cl. 1)

Totalmar Navigation Corp./Agecom As Disponent Owners

ATN Industries Inc. CCCT Torre A, Piso 8, Oficina 802 Chuao, Caracas 1065, Venezuela

6. GRT/NRT (Cl. 1) 5. Vessel's name (Cl. 1)

26.058 / 14.872 M/V Golden Wish or Sub

7. Deadweight cargo carrying capacity in tons (ebt.) (Cl. 1) 8. Present position (Cl. 1)

45,719 Deadweight

Trading

9. Expected ready to load (abt.) (Cl. 1)

December 8th, 2007 10. Loading port or place (Cl. 1)

1 good safe berth Shanghai, China always accessible always afloat

11. Discharging port or place (Cl. 1)

1 good safe berth Maracaibo, Venezuela. Always accessible always afloat.

12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) Min 435 pieces of pipes upto vessel's maximum capacity at Owner's option of water pipes of policarbonate steel pipes dimensions Guarantee by Charterers. See also Clause 22

13. Freight rate (also state if payable on delivered or intaken quantity) (Cl. 1) 14. Freight payment (state currency and method of payment; also boneficiary and bank account) (Cl. 4)

See Clause 35

See Clause 35

15. Loading and discharging costs (state alternative (a) or (b) of Ct. 5; also indicate if vessel is gearless)

Laytime (if separate laytime for load, and disch, is agreed, fill in a) and b),
 if total laytime for load, and disch., fill in c) only) (Cl. 6)

See clause 33

a) Laylime for loading See Clause 26

17. Shippers (state name and address) (Cl. 6)

Jiafang Steel Pipes Co, Ltd. 818 Jianhang Rd. Pudong New District b) Laytime for discharging See Clause 26

Shangahi, PRC At: Fletcher Xi

18. Demurrage rate (loading and discharging) (Cl. 7)

19. Cancelling date (Cl. 10)

See Clause 27

December 15th, 2007

c) Total laytime for loading and discharging

20. Brokerage commission and to whom payable (Cl. 14)

21. Additional clauses covering special provisions, if agreed.

Additional clauses 22 to 42 both inclusive to form part of this Charter Party

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include Part I as well as Part II. In the event of a conflict of conditions, the provisions of Part I shall prevait over those of Part II to the extent of such conflict.

	Tota (Owners)	ma	NAV	igat	ion C	corp.	
Signature	(Owners)	10	L/I/	1-1	7		

Tota

Signature (Charterers)

ATN Industries Inc.

Printed and sold by Fr. G. Knudtzon Ltd., 55, Toldbodgade, Copenhagen, by authority of The Baltic and International Maritime Conference (BIMCO), Copenhagen.

yright, published by The Baltic International Maritime ference (BIMCO), Copenhagen

"Gencon" Charter (As Revised 1922 and 1976)

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79

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85 86

Including "F LO." Alternative, etc.

It is agreed between the party mentioned in Box 3 as Owners of the steamer or motor-vesset named in Box 5, of the gross/nett Register tone indicated in Box 6 and carrying about the number of tons of disadveright sarge stated in Box 7, now in pastion as stated in Box 6 and expected ready to load under this Charter about the diale indicated in Box 9, and the party mentioned as Charterers in Box 4 that

that.

The sand vessel shall proceed to the loading port or place stated in Box 10 or so near thereto as she may sately get and lie always allout, and there load a full and complete cargo (if shipment of dock cargo agreed same to be at Charterers risk) as stated in Box 10 Charterers to provide all mats and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage word on board if required; which the Charterers bind themselves to stip, and being so loaded the vessel shall proceed to the discharging port or place stated in Box 11 as ordered on signing Bills of adopt and the interest shall proceed to the discharging post or place stated in Box 11 as ordered on signing Bills of allowing the discharged and there of the cargo in bring paid freight on delivered on other quantity as indicated in Box 13 at, the rate stated in Box 15 at, the rate stated in Box 15 at, the rate stated in Box 15 at, the rate stated in

Owners' Responsibility Clause
Owners are to be responsible for loss of or damage in the goods
or for delay in televery of the goods only in case the loss, thimage
or delay has been caused by the indiciper or negligier stowage of
the goods (onlie's stowage performed by shappens Charterers or their
stowagene, or servants in by personal want of the diligence on the
part of the Owners in their Manager to make the vessel in all respects
servorthy and to secure that she is priparity manned, equipped and
surplied or by the personal act or default of the Owners or their
Manager

Minager And the Owners are responsible for no loss or damage or dolay aroung from any other cause whatseever, even from the neglect of aroung from any other cause whatseever, even from the neglect of around of the Captinn or crew or some other person employed by the Owners on board of ashirer for whose acts they would, but for this clause, be responsible or from unseawardnings of the vessel on leading or Commencement of the viviage or all any time whatseever. Damage coursed by contact with or leakage smell or exaporation from other goods or by the intrammable or explosive nature or insulfacient package of other goods not to be considered as caused by impringer or negligible stowage, even if in fact so caused.

Deviation Clause
The vessel has takenty to call at any port or ports in any order, for any purpose to call without pilots, to tow and or assist vessels in all attractions, and also be deviate for the purpose of saving life and or property

Payment of Freight

The freight to be painted from the stance of the last to the stance of the stanc Payment of Freight

tan or Owners. Cash for vessel's outlinity disbursements at port of loading to be advanced by Guilletters if required a) highest current rate of ex-change subject to two per cent to cover insurance and other ex-

Loading Discharging Costs Seclause 33 (a) Gross Torms

The course to be brought almost in such a more or to possible vessel in take the goods with her own tackle. Charleger to procure and pay the necessary men on shore or on bound the lighters to do the work there were do only because the cargo on board. If the training takes place by elevating agreement by the training takes place by elevating expenses.

Any present and or partition of discovery two tons weight, shall be keeped discovery in the charge of the control discovery in the charge of the Charlegers at their risk and expense the cause to be increased by Merchants at their risk and expense the cause to be increased by Merchants at their risk and expense the cause to be increased by Merchants at their risk and expense the cause to be not each trained the trained at the training of the country of the process of the cause of

p) F or and two staved harmed.

The property of the best point and two free the best point and taken free the bests out discharged by the Challerers of the Agents, from it may risk liability and expense wholesever to the

the Cow of requested and remuter if not the Charterers shall provide and pay to wingommer term share and or cames, if any, (This provides that err aboly of vessel is gentless and stated as such in

monodit attempted on or the as agreed, in Box 16

Laytime See clause 26
only reparate nations for treating and discharging the state shall be brighted within the manifest.

the step and highest formating and inscringing of mining begge as many ability for limited, while the monthly of mining begge as many ability of which event time, standary and histories are bett makes, med to which event time at mady using final countries of the standard of mining begge as a breatest in the 16 weather permitting. Sundays and beliadily excepted and earliest standard and actually used shall countries and earliest standard or many countries.

The total hydrine for leading and discharging.
The coops (\$5.6) to bound and discharged within the number of total courses; being a missing and discharged within the number of total courses; being a missing and a second to the course of the

of Componential Court of Court of and discharging

induce of respiness is given before more and at 6 a near strong day of notice given during other boars after more. Notice at loading test to be given to the Gingae's remed of flox 17. The calling type before connectionness of laylone shall countries for in wastery, for Torth 15 countries for the connection wastery for the first torth 15 countries for the charging tone as the case flexy for

e See Clause, 127 me mile de Box III per mile Demurrage -re-Box--IB per 107 Lien Clause

Owners shall have a tion on the cargo for freight, dead-treight, 106 domurtage and damages for detention. Charterers shall remain re- 107 sponsible for dead-freight and demurrage (including damages for 108 detention), incurred at port of londing. Charterers shall also remain 109 responsible for freight and demurrage (including damages to deten- 110 front incurred at port of discharge, but only to such extent as the 111 Owners have been unable to obtain payment thereof by exercising 113

Bills of Lading
The Captain To sign Bills of Lading at such rate of freight as 115 presented without prejudice to this Charterparty, but should the 116 freight by Bills of Lading amount to less than the total chartered 117 recight the difference to be paid to the Captain in cash on signing 118 Bills of Lading 9.

Cancelling Clause

Should the vessel not be ready to load (whether in both or not on 121 or before the date indicated in Box 19. Charterers have the option 122 of cancelling this contract, such option to be declared, if demanded, 123 at least 48 hours before vessel's expected arrival at port of loading, 124 Should the vessel be delayed on account of wending or otherwise, 125 Charterers to be informed as soon as possible, and if the vessel is 126 delayed for more than 10 days after the day she is stalled to be 121 expected ready to load, Charterers have the option of cancelling this 128 contract, unless a cancelling date has been agreed upon.

General Average
General average to be settled according to York-Antwerp Bules, 131
1974, Proprietors of cargo to pay the cargo's abute in the general 132
expenses even if same have been necessitated through neglect or 133
default of the Owners' servants (see clause 2)

Indemnity indemnity for non-performance of this Charterparty, proved damage 135 not exceeding estimated amount of freight.

Agency In every case the Owners shall appoint his own Broker or Agent both 1, at the port of loading and the port of discharge.

A besting commission of the cits stated at the same the carried is the to the party mentioned in Box 20.

143 In case of non-execution at least a of the tifekerage on the estimated 144 amount of feether and dealer right to be paid by the Carrier, to the 135 brokers as a same right for the latter's expresses and work in carrier of the title in the party of the titler's expresses and work in carrier of the manufacture of the party to be multiply again.

GENERAL STRIKE CLAUSE

Nother Charterers nor Owners shall be responsible for the consequences of any strikes of luck-outs preventing of delaying the 150 lublifunent of any obligations under this contract.

If there is a strike or lock-out affecting the loading of the cargo. 151 if there is a strike or lock-out affecting the loading of the cargo. 152 or any part of it, when vessel is ready in pieceed from ter last port 153 or at any time during the voyage to the bord or ports of loading of 154 or at any time during the voyage to the bord or ports of loading of 154 or at any time during the voyage to the bord or ports of loading of 154 or their arrival there. Captain or Owners may ask Charterers to 155 declare, that they agree to reckon the laydays as it there were no 155 declare, that they agree to reckon the laydays ask distriction in 157 withing (by felegram, if necessary) within 24 hours. Owners shall 158 been loaded, Owners must proceed with same, threight payable on 150 loaded quantity only having oberty to compite with other cargo. 161 on in after vessel is atrival at or off poil of discharge and same has 154 not been beliefed within 48 hours. Receives shall have the option of 156 keeping vessel waiting until such strike or lock-out is at an end 166 against gaying half demarriage after expiration if the time provided 166 out Sach orders to be given within 48 hours after Captain at Owners 170 have given notice to Charterers of the stake or lock-out after 161 out Sach orders to be given within 48 hours after Captain at Owners 170 have given notice to Charterers of the stake or lock-out after 161 out Sach orders to be given within 48 hours after Captain at Owners 170 have given notice to Charterers of the stake or lock-out after 161 out Sach orders to be given within 48 hours after Captain at Owners 170 have given notice to Charterers of the stake or lock-out after 161 out Sach orders to be given within 48 hours after Captain at Owners 170 have given notice to Charterers of the stake or lock-out after 161 out

War Risks ("Yoywar 1950")

(1) In these clauses "War Hisks" shall include any blockade in any 179
action which is announced as a blockade by any Government or by any 180
belligerent or the any organized body sabetage, princy, and any action 181
or threatened war, hostidies, warlike operations, cityl wor, (2019 one)
83
motion or revolution 16.

(2) If at any time before the Vessel commences loading, it appears that 181 performance of the contract will subject the Vessel or her Master and 185 crew or her bargo to war risks at any stage of the adventure, the Owners 186 shall be entitled by letter or telegram despatched to the Charterors, to 188

cancel this Chorter. The Master shall not be required to load cargo or to continue 180 loading or to proceed on or to sign Billis) of Lading for any advantum 130 on which or any port at which it appears that the Vessel, her Master 191 and crew or her cargo will be subjected to war issks in the evert of 192 the exercise by the Master of his right under the Clause after part or 193 full cargo has been leaded, the Master shall be at liberty other to 194 discharge such cargo at the loading port or to proceed therewith 195 for Owners' benefit and accordingly to proceed to and load of 197 discharge such other cargo at any other port or to proceed the Analysis of forwards, although in a contrary direction to a roat of in 198 hackwards or forwards, although in a contrary direction to a roat of in 198 hackwards or forwards, although in a contrary direction to a roat of in 198 hackwards or forwards. Although in a contrary direction to a roat of in 198 hackwards or forwards, although in a contrary direction to a roat of in 198 hackwards or forwards, although in a contrary direction to a roat of in 198 hackwards or forwards, although in the event of the Master election 198 proceed with part cargo under this Clause trought shall in any case 202 (4) if at the time the Master elects to proceed with part or toll cargo 203

(4) If at the time the Master elects to proceed with part or full cargo 203 or after the Vessel has left the loading port or the 204

'Gencon'' Charter (As Revised 1922 and 1976)

including "F.I.O." Alternative,

last of the loading ports, if more than ono, it appears that lurther 205 performance of the contract will subject the Vossol, her Marshor and 206 crew or her cargo to war risks, the cargo shall be discharged, or if 207 the discharger has been commenced shall be completed, at any able 208 port in vicinity of the port of discharge as may be ordered by the 208 Charlerers if no such orders shall be received from the Charlerers 710 such orders also be covered from the Charlerers 710 such or fort. The Charlerers for the nomination of a substitute discharge 111 and fort, the Charlerers shall be at tiborty to discharge the cargo if 213 one fort, the Charlerers shall be at tiborty to discharge the cargo if 213 discharge shall be deemed to their discharge of 213 alterightment. In the devent of cargo being discharged at any such 216 out much charge as that be entitled to treight as if the discharge 213 one the charler as that be entitled to theight as if the discharge 213 one the Which the Vessel may have been ordered pursuant thereto.

is an The Vorses shall have liberly to comply with any directions 220 or renommendations as to loading, departure, arrival, tooles, ports 271 of call, cappager, destination, turner, waters, discharge, delivery of 227 on any other wise whatspeave uncluding any direction or resont 223 mediation in to go to the port of destination or to delay proceeding 224 thoreto or to proceed to some other portly given by any deligerent or by any organized body enquiped in civil war. 225 by any belligerent or by any organized body enquiped in civil war. 225 bustiliates or waffike operations to by any person of body acting or 229 portioning to act as or with the authority of any Government or 229 portson having under the terms of the war risks insurance on the 230 Versel, the right to give any such directions or recommendations. It is not deviation, anything is done or is not done, such shall not be deemed 234 a deviation.

(b) II, by reason of or in compliance with any such directions or recommendations, the Versel dorse help proceed to the port or ports outcomed in the Billist of Lading or to which she may have been outcomed purchant thereto, the Versel may proceed to any port as directed or recommended to to any safe propriet the Owners in directed are recommended to be due fulfiament of the Owners in discharge shall be deemed to be due fulfiament of the Contract of discharge and the Conners shall be deemed to be due fulfiament of the contract of discharge had been effected at the port or posts named in the Billis) of Lading or to which the Versel may have been ordered pursuant and Lading or to which the Versel may have been ordered pursuant.

fit All extra expenses fineluties incurance covils involved in dischaig-ing cargo at the fradderp part or in casting or dischaiging the cargo at any part as provided in Clauses 4 and 5 lb) fiereof shall be paid by the Chauterers and or cargo owners and the Owners shall have under these

GENERAL ICE CLAUSE Port of fording

(a) In the event of the loading port being inaccessible by reason of 253 tec when vessel is ready to proceed from her tast port or at any 254 time during the veyage or on vessel's arrival or in case frost sets in 255 after vessel's arrival. The Capitain for foar of being frozen in is at 256 liberty to teave without cargo, and this Charter shall be null and 257 void.

(b) If during loading the Captain, for lear of vissel being frozen in, 259 deems it advisable to leave, he has liberty to do so with what cargo 260 he has un board and to proceed to any other port or ports with 261 option of completing cargo for Owners' benefit for any port or ports with 261 option of completing cargo for Owners' benefit for any port or ports with 262 charter to be forwarded to destination at vessel's expense but 264 charter to be forwarded to destination at vessel's expense but 264 thereby caused to the Receivers, freight being paid on quantity 266 delivered (in proportion if lumpsim), all other conditions as per 267 Charter.

(c) In case of more than one loading port, and if one or more of 769 the ports are closed by ice, the Captain or Owners to be at liberty 270 either to load the part cargo at the open port and fill up elsewhere 271 for finer own account as, under section (b) or to declare the Charter 273 port.

(d) This Ice Clause not to apply in the Spring.

Port of discharge

[a] Should ice loxcept in the Sprind) prevent vessel from reaching 277 port of discharge Receivers shall have the opinion of keeping vissel 278 port of discharge Receivers shall have the opinion of keeping vissel 278 watting until the te-opening of navigation and paying demurisque, or 279 of ordering the vessel to a safe and immediately accessible port 280 whee she can safely discharge the impossibility of detention by ice 281 Such orders to be given within 48 hours after Captain or Owners 282 have even notice to Charterers of the impossibility of reaching port 283 of destinating discharging the Captain for lear of vessel being frozen 285 in diems it advisable to feave, he has therefy to do so with what 286 cargo he has on board and to proceed to the nearest accessible 284 port where she can safely discharge.

(c) On delivery of the cargo at such port, all conditions of the Bitl 289 of Loding shall apply and vessel shall receive the same froight as 790 of Loding shall apply and vessel shall receive the same froight as 790 of the change of the cha

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Filed 06/25/200

RIDER CLAUSES TO CHARTER PARTY DATED 29TH NOVEMBER GOLDEN WISH OR SUB LOADING: PORT OF SHANGHAL CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS, TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

CLAUSE 22: CARGO DESCRIPTION

POLICARBONATE STEEL PIPES DIMENSIONS GUARANTEED BY CHRTS 12.192 M LENGHT -2.60 METER OUTER DIAMETER-12.3 METRIC TONES WEIGHT PER PIECE-STWOING MAX UPTO 5 TIERS HIGH, MIN PIECES OWNERS GUARANTEE TO LOAD UNDER/ON DECK AND HATCH COVERS 435 PIECES AND UPTO MAX POSSIBLE INTAKE IN OWNERS OPTION.

CHRTS TO GUARANTEE THAT CUBIC PER PIECE 82.4179 AND THAT TOTAL CUBIC METER FOR MIN 435 PIECES EQUALS ON WHICH FREIGHT TO BE PAID FOR MIN QUANTITY.

CLAUSE 23: LOADING & DISCHARGING PORTS LOADING PORT: 1 GSB AAAA PORT OF SHANGHAI, CHINA

DISCHARGE PORT: 1GSB AAAA MARACAIBO, VENEZUELA

CLAUSE 24: PRE-ARRIVAL NOTICES

OWNERS TO GIVE APPROXIMATE DATE AND TIME OF ARRIVAL TO LOADPORT AGENTS, SHIPPERS AND CHARTERERS WITH 72, 48 AND 24 HOURS PRIOR VESSEL'S ARRIVAL TO LOAD PORT.

ON SAILING LOADPORT MASTER TO ADVISE QUANTITY LOADED AND ETA TO DISCHARGE PORTS WITH 72, 48, 24 HOURS DEFINITE DATE AND TIME OF VESSEL'S ARRIVAL TO DISCHARGE PORT.

CLAUSE 25: ETA & LAYCAN LAYCAN: 08 / 15 DECEMBER 2007.

ETA TO LOAD PORT DECEMBER 11 2007 WP/AGW.

CLAUSE 26: LAYTIME

UPON TENDERING NOTICE OF READINESS HOLDS TO BE CLEAN, AND FREE OF ANY OBSTACLES AS FAR AS A TWEEN/SHELTER DECKER CAN BE, AND IN EVERY WAY SUITABLE TO RECEIVE, LOAD, STOW THE CONTRACTED CARGO TO CHARTERERS / SHIPPER'S SATISFACTION.

LAYTIME FOR LOADING SHALL COMMENCE UPON VESSEL TENDERING NOTICE OF READINESS ANY TIME, DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED WHETER IN PORT OR NOT, WHETER IN BERTH OR NOT, WHETER IN FREE PRACTIQUE OR NOT, WHETEHR IN CUSTOM CLEAR OR NOT.

NOTICE OF READINESS MAY BE TENDERED ANY TIME DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED VIA, RADIO, FAX, PHONE, AND E-MAIL AT ANCHORAGE AREA AT LOAD AND DISCHARGE PORT.

TIME ACTUALLY USED BEFORE COMMENCEMENT OF LAYTIME TO COUNT.

IF BERTH OCCUPIED AT TIME OF VESSEL'S ARRIVAL AT LOADING & DISCHARGING PORTS, FULL LAYTIME TO COUNT AS PER CHARTER PARTY. ANY SHIFTING FROM LOAD/DISCH BERTH DUE TO CONGESTION OR OTHER UNFORSEEN MATTER, INCLUDING WAITING TIME, TO COUNT AS LAYTIME AND TO BE FOR CHARTERERS EXPENSE.

TOTAL LAYTIME FOR LOADING 4 WEATHER WORKING DAYS SUNDAYS AND HOLIDAYS INCLUDED.

LAYTIME NON REVERSIBLE

AT DISCHARGE PORT CARGO TO BE DISCHARGE BY VESSEL TO UNDER HOOK, AND CHARTERERS TO HAVE 4 WEATHER WORKING DAYS TO RECEIVE ALL CARGO FROM UNDER HOOK AT VESSEL'S MAXIMUM TAKE AWAY RATE POSSIBLE, SUNDAYS AND HOLIDAYS INCLUDED.

RIDER CLAUSES TO CHARTER PARTY DATED 29TH NOVEMBER 2007 MV GOLDEN WISH OR SUB LOADING: PORT OF SHANGHAL CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

CLAUSE 27: DEMURRAGE

ALL TIME USED LOAD/DISCHARGE/WAITING AFTER LAYTIME EXPIRES AT LOADPORT OR DISCHARGE PORT WILL COUNT AS DEMURRAGE AND WILL BE PAID BY CHARTERERS AT THE RATE OF USD 70,000.00 PER DAY PRO RATA FOR PART OF THE DAY.

ANY DEMURRAGE INCURRED AT LOAD PORT TO BE PAID BY CHARTERERS TO OWNERS ALONG WITH FREIGHT PAYMENT AND AT DISCHARGE PORT IF ANY DETENTION IS INCURRED SAME TO BE PAID UPON COMPLETION OF DISCHARGE OPERATION WITHIN 7

DAYS OF OWNERS PRESENTATION OF INVOICE AND CORRESPONDING LAYTIME WITH SUPPORTING DOCUMENTS.

DETENTION AT DISCHARGE PORT TO BE PAID AT THE RATE OF US\$ 60,000 PER DAY PRORATA.

MASTER TO SIGN NOTICE OF READINESS AND STATEMENT OF FACTS AT EACH PORT.

FREE DESPATCH ALL PORTS.

CLAUSE 28: VESSEL'S GEAR

OWNERS TO GUARANTEE VESSEL'S EQUIPMENT IN GOOD WORKING, VESSEL TO GIVE FREE USE OF ENERGY, SUPPLY LIGHTS AS ONBOARD FOR NIGHT WORK, IF REQUIRED, FREE OF EXPENSES TO THE CHARTERERS.

CLAUSE 29: OVERTIME

OVERTIME TO BE FOR THE PARTY ORDERING SAME, EXCEPT CREW'S AND OFFICERS OVERTIME WHICH IS ALWAYS FOR OWNERS ACCOUNT.

OVERTIME ORDERED BY PORT AUTHORITIES AT LOAD/DISCHARGE PORTS TO BE FOR CHARTERERS ACCOUNT.

CLAUSE 30: ARBITRATION

ANY DISPUTE ARISING UNDER THIS CHARTER PARTY TO BE REFERRED TO ARBITRATION IN LONDON AND ENGLISH LAW TO APPLY, WITH ONE (01) ARBITRATOR NOMINATED BY OWNERS AND ONE (01) ARBITRATOR NOMINATED BY CHARTERERS, AND IN CASE THE ARBITRATORS FAIL TO REACH AN AGREEMENT THEN THE DECISION OF AN UMPIRE TO BE FINAL AND BINDING UPON BOTH PARTIES. IF EITHER OF THE APPOINTED ARBITRATORS REFUSE TO ACT, OR IS UNCAPABLE OF ACTING, OR DIES, THE PARTY WHICH APPOINTED SUCH ARBITRATOR MAY APPOINT A NEW ARBITRATOR IN HIS PLACE. IF ONE PARTY FAILS TO APPOINT AN ARBITRATOR, EITHER ORIGINALLY, OR BY WAY OF SUBSTITUTION AS AFORESAID, FOR SEVEN (07) CLEAR DAYS AFTER THE OTHER PARTY HAVING APPOINTED ITS ARBITRATOR, HAS SERVED THE PARTY MAKING DEFAULT WITH NOTICE TO MAKE THE APPOINTMENT, THE PARTY WHICH HAS APPOINTED AN ARBITRATOR MAY APPOINT THAT ARBITRATOR TO ACT AS SOLE ARBITRATOR IN THE REFERENCE AND HIS AWARD SHALL BE BINDING ON BOTH PARTIES AS IF HE HAD BEEN APPOINTED BY CONSENT.

CLAUSE 31: TAXES AND DUES

EXTRA INSURANCE IF ANY DUE TO VSL'S AGE /CLASS/FLAG OR OWNERSHIP TO BE FOR CHARTERERS ACCOUNT.

-ANY AND ALL KIND OF TAXES/DUES/WHARFAGES ETC ON CARGO AND FREIGHT BENDS INCL VENEZUELEAN TAXES OF ANY NATURE AND DREDGING DUES IF ANY TO BE FOR CHRTS/SHIPPERS/RECEIVERS ACCOUNT.

ANY TAXES / DUES / DUTIES ON VESSEL TO BE FOR OWNERS ACCOUNT BENDS.

CLAUSE 32: VESSEL COMPLIANCE

OWNERS GUARANTEE VESSEL COMPLIES WITH NORMAL REGULATIONS/CERTIFICATES TO PERFORM SUCH VOYAGE AND ANY DELAYS OR EXPENSES RESULTING THEREAFTER SHALL BE FOR OWNERS ACCOUNT.

RIDER CLAUSES TO CHARTER PARTY DATED 29TH NOVEMBER 2007 GOLDEN WISH OR SUB LOADING: PORT OF SHANGHAI, CHINA: DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

CLAUSE 33: COST OF LOADING AND DISCHARGE

CHARTERERS ARE TO LOAD CARGO ON BOARD VESSEL FREE OF EXPENSES TO VESSEL, STOWED, LASHED, SECURED, TALLYED, FITTINGS TO MASTER SATISFACTION, SUCH OPERATION TO BE DONE BY SHORE LABOUR AT CHRTS TIME/EXPENSE. ANY AND ALL ADDITIONAL LASHING MATERIALS REQUIRED INCLUDING ADDITIONAL STANTIONS TO BE FITTED FOR THE SAFE LASHING/SECURING OF CARGO OR SPECIAL FITTINGS OTHER THAN ON BOARD TO BE SUPPLIED BY CHARTERERS AT THEIR TIME / EXPENSE.

ANY AND ALL KIND OF DUNNAGE/SEPARATION MATERIALS/FITTINGS REQUIRED TO BE FOR CHARTERERS ACCOUNT AND TIME.

-STOWAGE AND LASHING TO BE ALWAYS TO MASTERS APPROVAL / DIRECTION / SATISFACTION.

ANY ADDITONAL MATERIAL REQUIRED TO SAFELY SECURED AND STOWED CARGO TO BE SUPPLIED BY CHARTERERS FREE OF CHARGE TO VESSEL AND THEIR TIME AND EXPENSE.

ANY CARGO LOADED ON DECK TO BE AT CHARTERER'S TIME RISK AND EXPENSE.

AND DISCHARGE PORT THE CARGO TO BE DISCHARGE LINER OUT BY VESSEL TO UNDER HOOK AT OWNERS TIME AND EXPENSE BUT TO A MAXIMUM NUMBER OF 4 DAYS, SUNDAYS AND HOLIDAYS INCLUDED THERAFTER CHARTERERS ARE RESPONSIBLE FOR ANY TIME LOST DUE TO LACK OF TRUCK TO TAKE CARGO AWAY FROM UNDER VESSEL'HOOK. IF VESSEL IS LONGER DETAINED THAN 4 DAYS; CHARTERERS TO PAY OWNERS FOR THE EXTRA DETENTION TIME AT THE RATE OF US\$ 60,000 PER DAY PRO RATA.

CHARTERERS TO BE RESPONSIBLE FOR ANY STEVEDORES DAMAGE DONE TO THE VESSEL. IF ANY DAMAGE, SAME TO BE SETTLED /PAID BY CHARTERERS WITHIN FIFTEEN (15) DAYS OF OCCURANCE OF SAID DAMAGE.

CLAUSE 34: NEW JASON, BOTH TO BLAME ETC NEW JASON CLAUSE, NEW BOTH TO BLAME COLLISION CLAUSE, P&I BUNKER DEVIATION CLAUSE AND GENERAL CLAUSE PARAMOUNT, WHEN APLICABLE, TO BE INCORPORATED IN THIS CHARTER PARTY. EXTRA WAR RISK PREMIUM IF ANY TO BE FOR CHARTERERS ACCOUNT BOTH ENDS.

CLAUSE 35: FREIGHT PAYMENT & BANKING DETAILS

FREIGHT USD 121.50 PER CUBIC METER FREE IN STOWED, TRIMMED, LASHED / SECURED / DUNNAGED, LINER OUT END OF HOOK.

FREIGHT 100 % PAYABLE UPON COMPLETION OF LOADING BEFORE SIGNING REALEASING B/LS MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY" INTO OWNERS NOMINATED BANK ACCOUNT. (CONGEBILL FORM B/LS TO BE USED) CHARTERERS TO GUARANTEE THAT CUBIC PER PIECE IS 82.4179 AND THAT TOTAL CUBIC FOR MINIMUM 435 PIECES EQUALS 35.851,79 ON WHICH FREIGHT TO BE PAID FOR MINIMUM QUANTITY. BILLS OF LADING TO BE ENDORSED ACCORDINGHLY FOR NUMBERR OF PIECES LOADED

ON DECK

FREIGHT TO BE DEEMED EARNED UPON LOAD AND DISCOUNTLESS, NON-RETURNABLE VESSEL A/O CARGO LOST OR NOT LOST.



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RIDER CLAUSES TO CHARTER PARTY DATED 29TH NOVEMBER 2007 MV GOLDEN WISH OR SUB LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

100 PERCENT TO BE REMITTED TO:

INTERMEDIARY BANK: JPMORGAN CHASE NEW YORK

Address Bank:

345 PARK AVENUE

NEW YORK - NY 10154

ABA:

021000021

SWIFT:

CHASUS33

BENEFICIARY BANK:

EBNA BANK N.V.

ADR-BENE-BANK:

AMACO BUILDING 36-B

ZEELANDIA CURACAO, NETHERLANDS ANTILLES

ACCOUNT BENE BANK:

0011990850

ULTIMATE BENEFICIARY:

Totalmar Navigation Corp.

Account Ultimate Beneficiary:

201389

CLAUSE 36 VESSEL'S DESCRIPTION

M/V GOLDEN WISH OR SUB, DESCRIPTION IN ATTACHMENT TO THIS CHARTER PARTY.

CLAUSE 37: AGENCY

OWNERS TO APPOINT AGENTS AT BOTH LOAD AND DISCHARGE PORT.

CLAUSE 38: MARKING BILL OF LADINGS

BILL OF LADING FIGURES TO BE USED AS PER SHIPPERS QUANTITY.
BILL OF LADING TO BE MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY"

CLAUSE 39: LEGAL PRIORITY

CHARTER PARTY TERMS SHALL ALWAYS SUPERSEDE BILL OF LADING TERMS WHENEVER CONTRADICTORY.

CLAUSE 40: CONFIDENTIALITY

ALL CONDITIONS AND TERMS HEREIN STATED SHALL BE DEEMED STRICTLY PRIVATE AND CONFIDENTIAL, AND NOT TO BE DISCLOSED OUTSIDE OF THE OFFICES OF THE PARTIES CONCERNED.

CLAUSE 41: CLEANING HOLDS

THE CHARTERERS SHALL PROVIDE AND PAY FOR ALL DUNNAGE AND SECURING AND ESPECIAL MATERIAL AS REQUIRED FOR THE PROPER STOWAGE AND PROTECTION OF THE CARGO ONBOARD.

CLAUSE 42: MAINTERMS AS AGREED BETWEEN CHARTS & OWNERS

acct ATN Industries Inc.

- A shipment min 435 pieces carriers option upto vsl full , under/on deck cap of polycarbonate pipes in loose, dims 12,192 m length x 2,6 m dia/12,3 mt uw each where as chrts gree 82.4179 cbm per piece
- carriers performer vsl mv golden wish or sub intake abt 438 pcs however performing vsl to be grd si/bc, max 25 years, highest class lloyds or equivelent
- under/on deck, with max 5 tiers limits upto vessels capacity



RIDER CLAUSES TO CHARTER PARTY DATED 29TH NOVEMBER 2007 MV GOLDEN WISH OR SUB LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

- part cgo carriers option but last in first out

- cargo will be loaded under/on deck carriers option cgo on deck bs/l s to be marked "shipped on deck, without any responsibility to owners for loss or damage howsoever caused " same to be for charters/shippers/receivers risk and account
- loading 1spsb aaaa shanghai / discharging 1spsb aaaa maracaibo , where 8m sw drft
- laycan 8/15 dec 2007 -
 - -loading 4 days shinc / Liner out end of hook discharge
 - demm usd 60.000 pdpr / fd bends, otherwise as per fixture Skala, cp 23/11/07
 - frt usd 121,50 per cbm fiost lsd, Liner out end of hook.
 - frt payment 100 pct as per cp M/V Skala
 - any shifting required to be for acct and time of party ordering same
 - nor via cable/radio/vhf w/w/w/w be
 - if original bill(s) of lading is not available at discharging port upon vsl's arrival, the carriers/master to allow discharge of cgo into custody of the port
 - against chrts and recvrs "loi" as per ows pandi wording
 - overtime, if any, to be paid by ordering party
 - taxes and / or dues on cargo/frt if any for charter s account both ends
 - taxes and / or dues on vessel's flag /crews /ownership for carriers account both ends
 - extra insurance due to vessel's age and/or flag, if any for charters account bends
 - carriers performing vsl must be fully certified (ism/doc/smc/isps/p&i,etc)
 - carriers/master provide approvex 3/2/1 days eta notice both bends
 - extra war risk premium if any to be for chrts acct bends
 - arbitration if any in london and english law to apply
 - Otherwise terms and conditions as per fixture Cp M/V Skala dd 23/11/07, logically amended as per main terms agreed.

end offer

Totalmar Navigation Corp.

FOR OWNERS

FOR CHARTERERS

ATN INDUSTRIES INC

JH.

1475M/V "GOLDEN WISH"

All figures / details are given in good faith and wog

1.General

1.1 Vessel's name: MV GOLDEN WISH

1.2 Vessel's previous name: KEN EXPLORER / BORON EXPLORER

1.3 Flag: PANAMA

1.4 Month / Year and Where Built: 1997/JAPAN

1.5 Yard name and mumber: TSUNEISHI SHIP BUILDING CO LTD YARD No. 1090

1.6 Official Class Register / IMO number: /9146962

1.7 Class of Vessel: KORBAN REGISTER OF SHIPS

1.8 Port of Registry: PANAMA

1.9 Owners: GOLDEN WISH SHIPPING CO. PANAMA

2.Particulars of Vessel

2.1 Type of Vessel: BULK CARRIER FLUSH DECK WITH F'CASTLE

2.2	-94	Deadweight	Draft	TPI/TPC
	Summer	45,719	11.62	49.83 MT
	Winter	44,515	11,378	49.65 MT
	Tropical	46,928	11.862	49.95 MT

2.3 Is Vessel fitted for Transit of

a) Panama Canal YES YES

b) Suez Canal c) St. Lawrence Seaway NO

d) Not applicable

2.4 Not applicable

2.5 Not applicable 2.6 GT / NT:

2.7 International: 26.058 / 14.872 : 26,808 / 24,202.34 Suez

Panama : 21,673 2.8 Length Overall: 185.74 M

2.9 Length between perpendiculars: 177.00 M

2.10 Extreme breadth and depth moulded: 30.4 M/ 16.50 M

2.11 Distance from waterline to top of hatch coaming (basis full bunkers)

a. Pully laden conditions 6.32 M at even keel summer draft
b. Pull ballast condition (excl. ballast holds) No.1 13.08M No.5 11.25M Pull ballast condition (incl. Ballast holds) No.1 9.94M No.5 9.29M

2.12 State Vessel's deballasting time in mt / hour: ABOUT 600 M3 / HOUR

2.13 Vessel can accept loading rate of (metric tons per hour): 2,300 MTS/HR

2.14 Distance from Keel to top of hatch coaming: 17.9 M No.1 17.9 M No.2 to No.5: 17.9 M

Highest fixed point of Vessel: 45.11 M

2.15 State Capacity of:

a. Ballast Tanks: 14,833 M3

b. Hold Ballast Capacity:

o. Constant excluding Fresh Water: ABOUT 220 MT

Daily Fresh Water Consumption: ABOUT 12 MT

Fresh Water Capacity: 389MT

State Capacity and Daily Production of Evaporators: ABOUT 15.MT Normal Presh Water Reserve: ABOUT 150 MT

2.16 Vessel is fitted with Shaft Generator: NO

2.17 State Vessel's onboard Electrical Supply: 450V/60Hz

ORIGINAL

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3.1 Holds
          a. Number of Holds: FIVB (5)
b. Are Vessels Holds cleer and free of any obstructions:
                Grain / Bale Capacity in Holds excluding Wing / Topside Tanks:
                                                                         Balc
                            Grain
                                                                         9,586.3
                        9,932.8
                                                                          11,396.7
10,946.1
          No.2 11,753.5
          No.3 11,285.2
No.4 11,747.9
                                                                          11,368.1
                                                                          10,053.3
          No.5 10,276.6
         d. Grain / Bale Capacity in Holds including Hatchways:
Grain Bale
                            Gmin
                                                                          10,015.1
                       10,361.6
          No.2 12,199.4
No.3 11,731.1
                                                                          11,844.6
11,392.0
          No.4 12,193.8
No.5 10,722.5
                                                                          11,814.0
                                                                          10.499.2
          e. Is Vessel strengthened for the carriage of heavy cargoes: YES HO #2+4 MAYEE EMPTY
         f. Is Tanktops steel and suitable for grab discharge: YES
g. State whether corrugations vertical or horizontal: VERTICAL
h. Tanktop Strength:
                 No.1 and No.5: 13,73 MT/M2
No.2 and No.4:....Mt/M2
No.3: 21,94 MT/M2
                 Are Holds CO2 fitted: NO

    i. Are Holds fitted with smoke detection system: NO
    k. Is Vessel fitted with Australian approved Hold ladders: YBS
    l. Has Vessel a loadmaster computer / loadicator or other type of mechanical

                  stowage calculator: YES
         stowage calculator: YES

m. Are Holds hoppered at: Hold Side: YES

Can Vessel's Holds be described as box shaped: NO

n. Measurement of any Tank Slopes / Hoppering Height: 3,10.M

Distance from Vessel's Side at Tanktop: 14,69M

o. Flat floor measurement of cargo Holds at Tanktop:

No.1 Hold: 27.00 M x (Fore)23.8 M / (Aft)10.90 M

No.2 Hold: 26.90 M x 23.80 M

No.3 Hold: 27.00 M x 23.80 M

No.4 Hold: 25.90 M x 23.80 M

No.5 Hold: 27.00 M x 23.80 M

No.5 Hold: 27.00 M x 23.80 M (Fore/Aft)

p. Is Vessel electrical ventilated: NO
                 Is Vessel electrical ventilated: NO
p. Is 3.2 Hatches
        a Number of Hatches: Five
        b. Make and Type of Hatch covers: HAKATA MAC CORP/FOLDING TYPE
        c. Hatch sizes
           No.1
                                  20.00 x 15.30M
           No.2/3/4/5 20.80 x 15.30M
       d.Hatch cover strength:NO 1 2.08 MT / M2 NO 2-5 1.75 MT/M2 c. Distance from Ship's rail to edge of hatch covers / coaming each side: No.1 PWD 3.6 M AFT 6.5 M No.2 to No.5: 6.5 M
       f. Distance from bow to for of 1<sup>st</sup> hold opening:5.5 M g.Distance from stem to AFT of last hold opening:3.6 M h.Is vessel fitted with cement holes: Yes
11. Cargo Gear
11.1 State make and type: 4 Electro-hydraulic cranes MHI LTD JAPAN 11.2 Number and capacity of cranes and where situated: 4 x 25 T No.1 between holds 1 and 2
           No.2 between holds 2 and 3
           No.3 between holds 3 and 4
No.4 between holds 4 and 5
11.3 Outreach of gear beyond ship's rail: $M
11.4 Not applicable
11.5 Time needed for full cycle with maximum cargo lift on hook: about .... minutes
11.6 Slewing / luffing / hoisting speeds: .... RPM / .... SECS / .... M PER MIN
11.7 Is gear combinable for heavy lift: NO
11.8 Are winches electro-hydrautic: YES
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M-

EXHIBIT 8



Sres.

Totalmar Navigation Corp Inc.

Presente -



Estimados señores:

Por medio de la presente les solicitamos de manera oportuna el resarcimiento de los daños causados a 15 Tubos Averiados, con las siguiente características: tubería de acero aliado con extremos biselados para soldar fabricadas según especificaciones AWWA C-200 ò equivalentes con material de características metalúrgicas similares al correspondiente al ASTM A-36 o al API Norma 5L Grado B.; diámetro nominal: 2.600 mm.; espesor mínimo: 15.88 mm.; longitud nominal: 12mts.; revestimiento exterior: brea epoxi-poliamida con espesor de 16 mils.; revestimiento interior: brea epòxica inerte espesor total de 16 mils.; ò esmalte de alquitrán de hulla (AWWA C-203) correspondiente al **Buque Atlántica**; según se detalla en cuadro anexo y cuyos daños se generaron durante la travesía marítima.

Por lo que requerimos que nos paguen de inmediato el monto correspondiente a la indemnización de los daños causados.

El monto del presente reclamo es de Doscientos Ochenta y Cuatro Mil Trescientos Treinta y Siete Dólares con Quince Centavos (\$. U.S. 284.337,15)

Sin más a que hacer referencia y quedando de ustedes se despide;

Atentamente,

José Martín Olivares. Prtesidente 21N

STRIES, INC.

BUQUE ATLANTICA

Buque:	Atlántica		
Fecha de Arribo	20 ENE 08		
No. Total de Tubos	435		
No. Tubos que Presentan Daño	15		
Tipo de Tubos	2.600mm		
Características del Tubo	Tubería de Acero aliado con extremos biselados para soldar fabricadas según especificaciones AWWA C-200 o equivalentes con material de características metalúrgicas similares al ASTM A-36 o al API Normal 5L Grado B.; diámetro nominal: 2.600mm.; espesor mínimo: 15.88mm.; longitud nominal: 12 mts.; revestimiento exterior: brea epoxi-poliamida con espesor de 16 mils.; revestimiento interior: brea epóxica inerte espesor total de 16mils., o esmalte de alquitrán de hulla (AWWA C-203).		
Costo por Unidad de los Tubos	\$.U.S. 18.955,81		
Costo Total de Tubos Dañados	\$.U.S. 284.337,15		

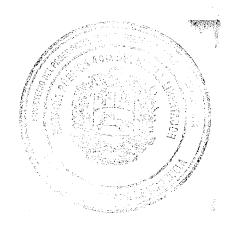


EXHIBIT 9

4 Jeneral Jeneral Committee of: h Shipping, Lond thay Committee of 7 <u>2</u>

1. Bhipbroker

 $\mathcal{O}(k_0^M) = d + \frac{1}{2}$ RECOMMENDED
THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AS REVISED 1922 and 1975) INCLUDING "F.I.O." ALTERNATIVE, STC. (To be used for irides for which no approved form is in force) CODE NAME: "GENCON" 2. Place and date



Caracas, Diciembre 7 2007 3. Owners/Place of business (Gt. 1) . Charterers/Place of business (Cl. 1) Totalmar Navigation Corp./Agecom ATN Industries Inc. As Disponent Owners CCCT, Torre A, Piso 8, Oficina 802 Chuao, Caracas 1065, Venezuela 5. Vessel's name (Cl. 1) 8. GRT/NRT (CI, 1) Golden Wis or Sub in Owners option 26,058 / 14,872 7. Deedweight cargo carrying capacity in this (apt.) (Ct. 1) 8. Present position (Cl. 1.

Dead weight 46,719

Trading

9. Expected ready to load (abt.) (Cl. 1) December 21st, 2007

10. Londing port or place (Cl. I) 1 good safe berth Shangai, China ayways accessible always aflo a

11. Discharging port or place (Cl. 1) 1 good safe berth Maracaibo, Vezuela. Always accessible always afloat

12. Cargo (also state quantity and murgin in Owners' option, it agreed; if full and complete cargo not agreed state "pair cargo") (Cl.) Min 435 pieces of pipes upto vessel's full capacity at Owners option of policarbonate steel water pipes dimensions guarantee by Charterers. See also clause 22

53. Froight rate (also state if payable in delivered or interest quantity) (Cs. 1) 14. Fraight payment latale currency and method of payment also beneficiary and bine account) (Cf. 4) See clause 35 See clause 35

15. Loading and discharging coals (state alternative (a) or (b) of Cl. 5; slau Indicate II vessel is gearges) e) laytime for toading

18. Laylime (if separate laylime for load, and disch, is egreed, titling a j and b).

If total laylime for load, and disch, till in c) orby (CL, 6)

See clause 33 17. Shippers (state haine and address) (Cl. 6) Jiafang Steel Pipes Co, Ltd. 818 Jianhang Rd. Pudong New District

b) Laytims for discharging

See clause 26 See clause 26 c) Total teytime for loading and discharging

Shanghai, PRC At Fletcher Xi 18. Demuriage rate (funding and plackarging) (Cl. 7) See clause 27

9. Cancellin-J date (Ct. 10) December 24 2007

10. Brokerage commission and to whom payable (Cl. 14)

21. Additional clauses sovering special provisions, if agreed.

Additional clauses 22 to 42 both inclusive to form part of this Charter Party.

If is mutually agreed that this Cuntract shall be performed subject to the conditions contained in this Che fer which anall includ. Part I as well as Part II, in the event of a condition of conditions, the provisions of Part I shall prevail over those of Part II to the secont of such condition.

Pignature Forte Image Naylgation Corp.

Navigation Corp. Tota kmax

ATN Industries Inc.

con Ltd., 55, Toldoodgade, Copenhagen, by authority of The Bartic and Inter-signet Maritime Conference (BEMCO), Copenhagen



gright, published by The Battle International Martime ference (BINCO), Copenhagen

"Gencon" Charter (As Revised 1922 and 1976) Including "F.I.O," Alternative, etc.

28 29

78

ORIGINAL

It is agreed between the party mentioned in Box 3 as Owners of the stemmer or motor-vessel named in Box 5, of the grass/neit Register tons indicated in Box 6 and carrying about the number of tons of deadwelght cargo stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charler about the date indicated in Box 9, and the party mentioned as Charterers in Box 4 that:

that:
The said vessel shall proceed to the loading port or place stated in Box 10 or so near thereto as she may safely get and lie always sileat, and there load a full and complete cargo (il shipment of deck cargo agreed same to be at Charterers' risk; as stated in Box 12 (Charterers to provide all mats and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board if required; which the Charterers bind themselves to ship; and being so loaded the vessel shall proceed to the discharging port or place stated in Box 11 as ordered on signing Bills of Leding or so near thereto as she may safely get and the always afloat and there deliver the cargo on being paid freight on delivered or intaken quantity as indicated in Box 13 at the rate stated in Box 13.

Owners' Responsibility Clause
Owners are to be responsible for loss of or damage to the goods
or lor delay in delivery of the goods only in case the loss, damage
or delay has been caused by the improper or negligent stowage of
the goods (unless stowage performed by shippers/Charterers or their
stevedores or servants; or by personal want of due diligence on the
part of the Owners or their Manager to make the vessel in all respects
seaworthy and to secure that she is properly manned, equipped and
supplied or by the personal act or default of the Owners or their
klanager.

supplied or by the personal act or detault of the Owners or their Manager.

And like Owners are responsible for no loss or damage or defay arising from any other cause whatsoever, even from the neglect or default of the Capitain or crow or some other poison employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unspaworthiness of the vessel on loading or commencement of the voyage or at any time whatsoever. Damage caused by contact with or leakage, smell or evaporation from other goods or by the inflammable or explosive nature or insufficient package of other goods not to be considered as caused by improper or negligent stowage, even if in fact so caused.

Deviation Clause
The vessel has liberty to call at any port or pails in any order, for any purpose, to sail without pilots, to tow and/or assist vessels in all situations, and also to deviate for the purpose of saving life and/

Payment of Freight See clause 35
The freight to be paid in the manner prescribed in Box 14 in cash without discount on delivery of the cargo at mean rate of exchange ruling on day or days of payment, the receivers of the cargo being bound to pay freight on account during delivery, it required by Captala or Owners.

tain or Owners.

Cash for vessel's ordinary disbursoments at port of loading to be advanced by Charterers if required at highest current rate of exchange, subject to two per cent. to cover insurance and other ex-

5. Loading/Discharging Costs See clause 33

(a) Gross Tarms
The carpo to be brought alongside in such a manner as to enable vossel to take the goods with her own tackto. Charterers to procure and pay the necessary men on share or on board the lighters to do the work there, vessel only heaving the cargo on board. If the loading takes place by elevator, cargo to be put free in vessel's holes. Owners only paying trimming expenses.

Any pieces and/or packages of cargo over two lone weight, shall be loaded, stowed and discharged by Charterers at their risk and expense. The cargo to be received by Merchants at their risk and expense alongside the vessel not beyond the reach of her tackto.

(b) F.Lo. and tree stowed/trimmed.

The cargo shall be brought into the holds, loaded, stowed and/or trimmed and taken from the holds and discharged by the Charterers or their Agents, free of any risk, liability and expense whatsoever to the Charter.

Owners shall provide winches, motive power and winchmen from the Crew II requested and permitted; II not, the Charterers shall provide and pay for winchmen from store and/or cranes, if any, (This provision shall not apply if vessel is gearless and stated as such in flow 15!

Indicate alternative (a) or (b), as agreed, in Box 15.

Laytime See clause 26

Layline

(a) Separate layline for loading and discharging

The cargo shall be loaded within the number of running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count. The cargo shall be discharged within the number of running hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time actually used shall count.

(b) Yotal leytime for loading and discharging.
The carge shall be loaded and discharged within the number of total running hours as Indicated in Box to, weather permitting, Sundays and halidays accepted, unless used, in which event time actually used shall count.

(c) Commencement of laytime (loading and discharging)
Laytime for loading and discharging shall commence at 1 p.m. If notice of readiness is given before noon, and at 6 a.m. next working day if notice given during office hours after noon. Notice at loading port to be given to the Shippers named in Box 17.
Time aloatily used before commencement of laytime shall count.
Time lost in waiting for both to count as loading or discharging time, as the case may be.

· Indicate alternative (a) or (b) as agroud, in Box 16.

7. Demurrage See clause 27
Ton running days on demurrage at the rate stated in Box 18 per 102 day or pro tala for any part of a day, payable day by day, to be 103 allowed Marchants altogother at ports of leading and discharging. 104

Lian Clause

Owners shall have a lien on the cargo for truight, dead-traight, 106 demurrage and demages for detention. Charterers shall remain re- 107 sponsible for dead-freight and demurrage (including damages for 108 detention), incurred at port of loading. Charterers shall also remain 109 responsible for freight and domurrage (including damages for detention) incurred at port of discharge, but only to such extent as the 111 town incurred at port of discharge, but only to such extent as the 111 two lien on the cargo.

Bills of Lading
The Captain to sign Bills of Lading at such rate of freight as 115
presented without prejudice to this Charterparty, but should the 116
freight by Bills of Lading amount to loss than the total chartered 117
freight the difference to be paid to the Captain in cash on signing 118
Bills of Lading. 9.

19. Cancelling Clause

Should the vessol not be ready to load (whether in berth or not) on 121 or before the date indicated in Box 19, Charterers have the option 122 of cancelling this contract, such option to be declared, if demanded, 123 at least 48 hours before vessol's expected arrival at port of loading, 124 Should the vessel be delayed on account of average or utherwise, 125 Charterers to be informed as soon as possible, and if the vessel is 126 delayed for more than 10 days after the day she is staled to be 127 expected ready to load, Charterers have the option of cancelling this 128 contract, unless a cancelling date has been agreed upon.

General Average
General average to be settled according to York-Antwerp fluiss 131
1974. Proprietors of cargo to pay the cargo's share in the general 132
expenses even if same have been necessitated through neglect or 133
default of the Owners' servants (see clause 2).

Indemnity indemnity for non-performance of this Charterparty, proved damages, 136 not exceeding estimated amount of freight.

In avery case the Owners shall appoint his own Broker or Agent both 139 at the port of fouding and the port of discharge.

14: Brokerage 14: A brokerage commission at the rate stated in Box 20 on the freight 142 earned is due to the party mentioned in Box 20. In case of non-execution at least 1/2 of the brokerage on the estimated 144 amount of freight and dead-freight to be paid by the Owners to the 145 Brokers as indemnity for the latter's expenses and work, in case of 146 more voyages the amount of indemnity to be mutually agreed.

GENERAL STRIKE CLAUSE

Neither Charlerers nor Owners shall be responsible for the con-149 sequences of any strikes or lock-outs preventing or delaying the 150 fulliment of any obligations under this contract.

151 if there is a strike or lock-out affecting the loading of the cargo, 152 or any part of it, when vessel is ready to proceed from her last part 153 or all any time during the voyage to the port or parts of loading or 164 after her arrival fliere, Capitalin or Owners may ask Charterers to 155 declare, that they agree to reckon the laydays as if there were no 156 strike or lock-out, Unless Charterers have given such declaration in 157 writing (by telegram, if necessary) within 24 hours, Owners shall 158 have the option of cancelling this contract. If part cargo has already 159 been loaded, Owners must proceed with same, ((reight payable on 160 loaded quantity only) having liberty to complete with uther cargo 161 on the way for their own account.

If there is a strike or lock-out affecting the discharge of the cargo 163 on or after vessel's arrival at or off port of discharge to the cargo 163 on or after vessel's arrival at or off port of discharge the payable on 166 against paying half demurrage after expiration of the time provided 167 for discharging, or of ordering the vessel to a safe port where she 168 can safely discharge without risk of being dotained by strike or lock-out aftecting 171 the discharge, On delivery of the cargo at such port, all conditions 172 of this Charterers of the strike or lock-out affecting 171 the discharge, On delivery of the cargo at such port, all conditions 173 original port of destination, except that if the discharged at the 174 original port of destination, except that if the discharged at the 174 original port of destination, except that if the discharged at the 174 original port of destination, except that if the discharged at the 175 delivered at the substituted port-to-be-increased in proportion.

18. War Risks ("Voywar 1950")

[1) In those clauses "War Risks" shall include any blockado or any 179 action which is announced as a blockade by any Government or by any 180 belligorent or by any organized body, sabotage, piracy, not any actual 181 or threatened war, hostilities, warlike operations, civil war, civil com
182 motion, or revolution.

(2) If all any time before the Vessel commences toading, it appears that 184 performance of the contract will subject the Vessel or her Master and 185 crew or her cargo to war risks at any stage of the adventure, the Owners 186 shall be entitled by letter or telegram despatched to the Charterors, to 187 cancel this Charter.

cancel this Charter.

(3) The Master shall not be required to load cargo or to continue 189 loading or to proceed on or to sign Bill(s) of Lading for any adventure 199 on which or any port at which it appears that the Vessui, her Master 191 and crew or her cargo will be subjected to wirr risks. In the event of 192 the exercise by the Master of his right under this Clause after part or 193 full cargo has been loaded, the Master shall be at liberty either to 194 discharge such cargo at the loading port or to proceed therewith. 195 in the fatter case the Vessel shall have liberty to carry ather cargo 196 for Owners' benofit and accordingly to proceed to and load or 197 discharge such other cargo at any other port or ports whatsorver, 198 backwards or forwards, although in a contrary direction to or out of or 199 beyond the ordinary route. In the event of the Master electing, 10 200 proceed with part cargo under this Clause (reight shall in any case 201 be payable on the quantity delivered.

(4) If at the time the Master elects to proceed with part or full cargo 203 under Clause 3, or ulter the Vessel has left the loading port, or the 204



'Gencon" Charter (As Revised 1922 and 1976)

F.I.O. Alternative, etc. Including

last of the toading parts, if more than one, it appears that further 206 17, cere or the cargo, lo war fists, the cargo shall be discharged, or if 207 the discharge has been commonced shall be discharged, or if 207 the discharge has been commonced shall be completed, at any sale 208 post in vicinity of the port of discharge as may be ordered by the 209 Charterers. If no such orders shall be received from the Charterers 210 willin 48 hours after the JOwnors have despatched a request by 211 thegram to the Charterers for the nomination of a substitute discharge. It is given the Owners shall be at theerty to discharge the cargo at 213 any sale port which they may, in the last discretion, decide on and such 214 altreignment. In the event of cargo being discharge shall be doemed to be due futtiment of the contract of 215 altreignment. In the event of cargo being discharge at any such 216 other port, the Owners shall be ontitled to leight as if the discharge 217 and been effected at the port or ports named in the Birl(s) of Lading 218 or to which the Vessel may have been ordered pursuant thereto. 17.

(5) (3) The Vessel shall have liberty to comply with any directions 220 of recommendations as to leading, departure, arrival, routes, poris 221 of call, sloppages, destination, zones, water, discharge delivery or 222 in any other wise whatsoever (including any direction or recomposition not to go to the port of destination or to delay proceeding 224 thereto or to proceed to some other port) given by any bottligoren or by any originated body engaged in civil war, 226 hostilities or wardike operations or by any originated body engaged in civil war, 226 hostilities or wardike operations or by any porceon or body acting or 227 hurporting to act as or with the authority of any Government or 228 helitigerent or of any such forganized body or by any committee or 229 leason having under the terms of the war risks insurance on the 230 Vessel, the right to give any such directions or recommendations. It 231 incredation, anything is done or is not done, such shall not be deemed 233 is deviation.

by teason of or in compliance with any such direction or recom- 233 individuon, anything is done or is not done, such shall not be deemed 233 individuon.

19 II. by reason of or in campliance with any such directions or re- 235 continuendations. He vessel does not proceed to the port or ports 235 craftimendations. He vessel does not proceed to the port or ports 235 ordered pursuant thereto. The Vessel may proceed to any port as 238 direction in the Bill(s) of Lading or to which she may proceed to say port as 238 direction may declude on and there discharge the dayo, Such 240 discharge shall be deemed to be due fulfillment of the contract of 241 discharge had been ellected at the port or ports named in the Bill(s) 243 of Lading or to which the Vessel may have been ordered pursuant 244 the All ayth appread to the colorier pursuant 244.

(6) All extra expenses (including insurance costs) involved in discharge, vig cargo at the loading post or in reaching or discharging the cargo at any port as provided in Charlest and 5 (b) horoof shall be paid by the Charlests and/or cargo owners, and the Owners shall have a lien on the cargo lor all moneve due under these Clauses.

GENERAL ICE CLAUSE Port of loading

(a) Should ice (except in the Spring) prevent vessul from reaching 277 port of discharge Receivers shall have the option of keeping vessel 278 waiting until the re-opening of navigalion and paying demutrage, of 279 of ordering the vessel to a safe and immediately accessible port 289 of ordering the vessel to a safe and immediately accessible port 280 where she can safely discharge without risk of detention by ice, 281 Such orders to be given within 46 hours after Captain or Owners 282 have given notice to Charterers of the impossibility of reaching port 283 of destination.

(b) If during discharging the Captain for fear of vessel baing frozen 281 in deems it advisable to leave, he has fiberty to do so with whall 285 port where she can safely discharge.

(c) On delivery of the cargo at such port, all conditions of the Bill 289 of Lading shall apply, and vessel shall receive the same freight as 250 is she had discharged at the original port of destination, except that it 292 freight on the cargo delivered at the substituted port to be increased 295 or Announce.



RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MV GOLDEN WISH LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS, TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

MAX POSSIBLE INTAKE IN OWNERS OPTION -SHANGHAI/MARACAIBO 1 SB AAAA BENDS

-L/C 20/24 DEC 2007

-LOAD 4 TTL WWD SAT/SUND/LOCAL/NATIONAL HOLIDAYS INCLUDED

Document 6-10

-AT DISCHARGE PORT CHARTEERS WILL HAVE MAXIMUM D 4 TTL WWD SAT/SUND/LOCAL/NATIONAL HOLYDAYS INCLUDED, ONCE EXPIRED VESSEL TO PAY DETENTION AT US\$ 60,000 PER DAY.

-TIME NOR REVERSIBLE

-NOR BENDS TO BE TENDERED TO THE AGENTS BY EMAIL/FAX/CABLE UPON

ARRIVAL USUAL ANCGHORAGE/PILOT STATION SSHINC

-FREIGHT USD 120.50 PER CBM FREE IN STOWED, TRIMMED, L/S/D, LINER OUT END OF HOOK.

FREIGHT 100 % PAYABLE UPON COMPLETION OF LOADING BEFORE SIGNING/REALEASING B/LS MARKED "FREIGHT PAYABLE AS PER CHARTER

PARTY"(CONGEBILL FORM B/LS TO BE USED) CHRTS TO GUARANTEE THAT CBC PER PIECE 82.4179 AND THAT TTL CBM FOR MIN 480 PCS EQUALS 39.560.592 ON WHICH FREIGHT TO BE PAID FOR

MIN OUANT -B/LS TO BE ENDORSED ACCORDINGHLY FOR NBR OF PCS LOADED ON DECK

-DECK CARGO ALWAYS AT CHRTS TIME/RISK AND EXPENSE -DEM USD 70.000/FD. DEMURRAGE AT LOAD PORT TO BE PAID ALONG WITH FREIGHT PAYMENT.

-ANY AND ALL ADDITIONAL LASHING MATERIALS REQUIRED INCL ADDITIONAL STANTIONS TO BE FITTED FOR THE SAFE LASHING/SECURING OF CARGO OR SPECIAL FITTINGS OTHER THAN ON BOARD TO BE SUPPLIED BY CHRTS AT THEIR TIME/EXPENSE.

-LASHING/UMLASHING/SECURING/DUNNAGING/FITTING TO BE DONE BY SHORE LABOUR AT CHRTS TIME/EXPENSE

-ANY AND ALL KIND OF DUNNAGE/SEPARATION MATERIALS/FITTINGS

REQUIRED TO BE FOR CHRTS ACC AND TIME

-STOWAGE AND LASHING TO BE ALWAYS TO MASTERS

APPROVAL/DIRECTION/SATISFACTION -EXTRA INSURANCE IF ANY DUE TO VSL'S AGE /CLASS/FLAG OR

OWNERSHIP TO BE FOR CHRTS ACC

-ANY AND ALL KIND OF TAXES/DUES/WHARFAGES ETC ON CARGO AND FREIGHT BENDS INCL VENEZUELEAN TAXES OF ANY NATURE AND DREDGING DUES IF ANY TO BE FOR CHRTS/SHIPPERS/RECEIVERS ACC

COLLECTION OF DUNNAGE/SEPARATION/

WOODS AND LASHING MATERIALS OTHER THAN THOSE BELONGING TO THE VSL TO BE PERFORMED AND TAKEN ASHORE BY CHRTS SREVEDORES AT CHRTS TIME **EXPENSE**

-OWNERS AGENTS BENDS

-SUB FURTHER DETAILS OF GENCON C/P

END





RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MV GOLDEN WISH LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

Document 6-10

CLAUSE 22: CARGO DESCRIPTION

POLICARBONATE STEEL PIPES DIMENSIONS GUARANTEED BY CHRTS 12.192 M LENGHT -2.60 METER OUTER DIAMETER-12.3 METRIC TONES WEIGHT PER PIECE-STWOING MAX UPTO 5 TIERS HIGH, MIN PIECES OWNERS GUARANTEE TO LOAD UNDER/ON DECK AND HATCH COVERS MIN 435 PIECES AND UPTO MAX POSSIBLE INTAKE IN OWNERS OPTION.

CHRTS TO GUARANTEE THAT CBC PER PIECE 82.4179 AND THAT TOTAL CBM FOR MIN 435 PCS EQUALS 35.851.7865 ON WHICH FREIGHT TO BE PAID FOR MIN QUANTITY.

CLAUSE 23: LOADING & DISCHARGING PORTS LOADING PORT: 1 GSB AAAA PORT OF SHANGHAI, CHINA

DISCHARGE PORT: IGSB AAAA MARACAIBO, VENEZUELA

CLAUSE 24: PRE-ARRIVAL NOTICES

OWNERS TO GIVE APPROXIMATE DATE AND TIME OF ARRIVAL TO LOADPORT AGENTS, SHIPPERS AND CHARTERERS WITH 72, 48 AND 24 HOURS PRIOR VESSEL'S ARRIVAL TO LOAD PORT.

ON SAILING LOADPORT MASTER TO ADVISE QUANTITY LOADED AND ETA TO DISCHARGE PORTS WITH 72, 48, 24 HOURS DEFINITE DATE AND TIME OF VESSEL'S ARRIVAL TO DISCHARGE PORT.

CLAUSE 25: ETA & LAYCAN LAYCAN: 20 / 24 DECEMBER 2007.

ETA TO LOAD PORT DECEMBER 21ST WP/AGW.

CLAUSE 26: LAYTIME

UPON TENDERING NOTICE OF READINESS HOLDS TO BE CLEAN, AND FREE OF ANY OBSTACLES AS FAR AS A TWEEN/SHELTER DECKER CAN BE, AND IN EVERY WAY SUITABLE TO RECEIVE, LOAD, STOW THE CONTRACTED CARGO TO CHARTERERS / SHIPPER'S SATISFACTION.

LAYTIME FOR LOADING SHALL COMMENCE UPON VESSEL TENDERING NOTICE OF READINESS ANY TIME, DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED WHETER IN PORT OR NOT, WHETER IN BERTH OR NOT, WHETER IN FREE PRACTIQUE OR NOT, WHETEHR IN CUSTOM CLEAR OR NOT.

NOTICE OF READINESS MAY BE TENDERED ANY TIME DAY, NIGHT, SUNDAYS AND HOLIDAYS INCLUDED VIA, RADIO, FAX, PHONE, AND E-MAIL AT ANCHORAGE AREA AT LOAD AND DISCHARGE PORT.

TIME ACTUALLY USED BEFORE COMMENCEMENT OF LAYTIME TO COUNT.

IF BERTH OCCUPIED AT TIME OF VESSEL'S ARRIVAL AT LOADING & DISCHARGING PORTS, FULL LAYTIME TO COUNT AS PER CHARTER PARTY, ANY SHIFTING FROM LOAD/DISCH BERTH DUE TO CONGESTION OR OTHER UNFORSEEN MATTER, INCLUDING WAITING TIME, TO COUNT AS LAYTIME AND TO BE FOR CHARTERERS EXPENSE.

TOTAL LAYTIME FOR LOADING 4 WEATHER WORKING DAYS SUNDAYS AND ROLIDAYS INCLUDED.

LAYTIME NON REVERSIBLE

AT DISCHARGE PORT CARGO TO BE DISCHARGE BY VESSEL TO UNDER HOOK, AND CHARTERERS TO HAVE 4 WEATHER WORKING DAYS TO RECEIVE ALL CARGO FROM UNDER HOOK AT VESSEL'S MAXIMUM TAKE AWAY RATE POSSIBLE, SUNDAYS AND HOLIDAYS INCLUDED.



RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MV GOLDEN WISH LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT; MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

CLAUSE 27: DEMURRAGE
ALL TIME USED LOAD/DISCHARGE/WAITING AFTER LAYTIME EXPIRES AT LOADPORT OR
DISCHARGE PORT WILL COUNT AS DEMURRAGE AND WILL BE PAID BY CHARTERERS AT
THE RATE OF USD 70,000.00 PER DAY PRO RATA FOR PART OF THE DAY.

ANY DEMURRAGE INCURRED AT LOAD PORT TO BE PAID BY CHARTERERS TO OWNERS ALONG WITH FREIGHT PAYMENT AND AT DISCHARGE PORT IF ANY DETENTION IS INCURRED SAME TO BE PAID UPON COMPLETION OF DISCHARGE OPERATION WITHIN 7

DAYS OF OWNERS PRESENTATION OF INVOICE AND CORRESPONDING LAYTIME WITH SUPPORTING DOCUMENTS.

MASTER TO SIGN NOTICE OF READINESS AND STATEMENT OF FACTS AT EACH PORT.

FREE DESPATCH ALL PORTS.

CLAUSE 28: VESSEL'S GEAR OWNERS TO GUARANTEE VESSEL'S EQUIPMENT IN GOOD WORKING, VESSEL TO GIVE FREE USE OF ENERGY, SUPPLY LIGHTS AS ONBOARD FOR NIGHT WORK, IF REQUIRED, FREE OF EXPENSES TO THE CHARTERERS.

CLAUSE 29: OVERTIME
OVERTIME TO BE FOR THE PARTY ORDERING SAME, EXCEPT CREW'S AND OFFICERS
OVERTIME WHICH IS ALWAYS FOR OWNERS ACCOUNT.

OVERTIME ORDERED BY PORT AUTHORITIES AT LOAD/DISCHARGE PORTS TO BE FOR CHARTERERS ACCOUNT.

CLAUSE 30: ARBITRATION
ANY DISPUTE ARISING UNDER THIS CHARTER PARTY TO BE REFERRED TO ARBITRATION IN LONDON, WITH ONE (01) ARBITRATOR NOMINATED BY OWNERS AND ONE (01) ARBITRATOR NOMINATED BY CHARTERERS, AND IN CASE THE ARBITRATORS FAIL TO REACH AN AGREEMENT THEN THE DECISION OF AN UMPIRE TO BE FINAL AND BINDING UPON BOTH PARTIES. IF EITHER OF THE APPOINTED ARBITRATORS REFUSE TO ACT, OR IS UNCAPABLE OF ACTING, OR DIES, THE PARTY WHICH APPOINTED SUCH ARBITRATOR MAY APPOINT A NEW ARBITRATOR IN HIS PLACE.
IF ONE PARTY FAILS TO APPOINT AN ARBITRATOR, EITHER ORIGINALLY, OR BY WAY OF SUBSTITUTION AS AFORESAID. FOR SEVEN (07) CLEAR DAYS AFTER THE OTHER PARTY HAVING APPOINTED ITS ARBITRATOR, HAS SERVED THE PARTY MAKING DEFAULT WITH NOTICE TO MAKE THE APPOINTMENT, THE PARTY WHICH HAS APPOINTED AN ARBITRATOR MAY APPOINT THAT ARBITRATOR TO ACT AS SOLE ARBITRATOR IN THE

CLAUSE 31: TANES AND DUES

APPOINTED BY CONSENT.

EXTRA-INSURANCE IF ANY DUE TO VSUS AGE /CLASS/FLAG OR OWNERSHIP TO BE FOR CHARTERERS ACCOUNT.

ANY AND ALL KIND OF TAXES/DUES/WHARFAGES ETC ON CARGO AND FREIGHT BENDS INCL VENEZUELEAN TAXES OF ANY NATURE AND DREDGING DUES IF ANY TO BE FOR CHRTS/SHIPPERS/RECEIVERS ACCOUNT.

REFERENCE AND HIS AWARD SHALL BE BINDING ON BOTH PARTIES AS IF HE HAD BEEN

ANY TAXES / DUES / DUTIES ON VESSEL TO BE FOR OWNERS ACCOUNT BENDS;

CLAUSE 32: VESSEL COMPLIANCE
OWNERS GUARANTEE VESSEL COMPLIES WITH NORMAL REGULATIONS/CERTIFICATES
TO PERFORM SUCH VOYAGE AND ANY DELAYS OR EXPENSES RESULTING THEREAFTER
SHALL BE FOR OWNERS ACCOUNT.

CLAUSE 33: COST OF LOADING AND DISCHARGE

CHARTEBERS ARE TO LOAD CARGO ON BOARD VESSEL FREE OF EXPENSES TO VESSEL,



RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MV GOLDEN WISH LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

STOWED, LASHED, SECURED. TALLYED, FITTINGS TO MASTER SATISFACTION, SUCH OPERATION TO BE DONE BY SHORE LABOUR AT CHRTS TIME/EXPENSE. ANY AND ALL ADDITIONAL LASHING MATERIALS REQUIRED INCLUDING ADDITIONAL STANTIONS TO BE FITTED FOR THE SAFE LASHING/SECURING OF CARGO OR SPECIAL FITTINGS OTHER THAN ON BOARD TO BE SUPPLIED BY CHARTERERS AT THEIR TIME / EXPENSE.

ANY AND ALL KIND OF DUNNAGE/SEPARATION MATERIALS/FITTINGS REQUIRED TO BE FOR CHARTERERS ACCOUNT AND TIME.

STOWAGE AND LASHING TO BE ALWAYS TO MASTERS APPROVAL / DIRECTION / SATISFACTION.

ANY ADDITONAL MATERIAL REQUIRED TO SAFELY SECURED AND STOWED CARGO TO BE SUPPLIED BY CHARTERERS FREE OF CHARGE TO VESSEL AND THEIR TIME AND EXPENSE.

ANY CARGO LOADED ON DECK TO BE AT CHARTERER'S TIME RISK AND EXPENSE.

AND DISCHARGE PORT THE CARGO TO BE DISCHARGE LINER OUT BY VESSEL TO UNDER HOOK AT OWNERS TIME AND EXPENSE BUT TO A MAXIMUM NUMBER OF 4 DAYS, SUNDAYS AND HOLIDAYS INCLUDED THERAFTER CHARTERERS ARE RESPONSIBLE FOR ANY TIME LOST DUE TO LACK OF TRUCK TO TAKE CARGO AWAY FROM UNDER VESSEL HOOK. IF VESSEL IS LONGER DETAINED THAN 4 DAYS; CHARTERERS TO PAY OWNERS FOR THE EXTRA DETENTION TIME AT THE RATE OF USS 60,000 PER DAY PRO RATA.

CHARTERERS TO BE RESPONSIBLE FOR ANY STEVEDORES DAMAGE DONE TO THE VESSEL. IF ANY DAMAGE, SAME TO BE SETTLED PAID BY CHARTERERS WITHIN FIFTEEN (15) DAYS OF OCCURANCE OF SAID DAMAGE.

CLAUSE 34: NEW JASON, BOTH TO BLAME ETC
NEW JASON CLAUSE, NEW BOTH TO BLAME COLLISION CLAUSE, P&I BUNKER
DEVIATION CLAUSE AND GENERAL CLAUSE PARAMOUNT, WHEN APLICABLE, TO BE
INCORPORATED IN THIS CHARTER PARTY.

CLAUSE 35: FREIGHT PAYMENT & BANKING DETAILS

FREIGHT USD 120.50 PER CUBIC METER FREE IN STOWED, TRIMMED, LASHED / SECURED / DUNNAGED, LINER OUT END OF HOOK.

FREIGHT 100 % PAYABLE UPON COMPLETION OF LOADING BEFORE SIGNING //REALEASING B/LS MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY" INTO OWNERS NOMINATED BANK ACCOUNT. (CONGEBILL FORM B/LS TO BE USED) CHARTERERS TO GUARANTEE THAT CUBIC PER PIECE IS 82.4179 AND THAT TOTAL CUBIC FOR MINIMUM MIN 435 PIECES EQUALS 35.851.7865 ON WHICH FREIGHT TO BE PAID FOR MINIMUM QUANTITY.

BILLS OF LADING TO BE ENDORSED ACCORDINGHLY FOR NUMBERR OF PIECES LOADED ON DECK

FREIGHT TO BE DEEMED EARNED UPON LOAD AND DISCOUNTLESS, NON-RETURNABLE VESSEL A/O CARGO LOST OR NOT LOST.





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RIDER CLAUSES TO CHARTER PARTY DATED 7 DECEMBER 2007 MV GOLDEN WISH LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA: CARGO WATER PIPES, OWNERS MESSRS, TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

100 PERCENT TO BE REMITTED TO:

INTERMEDIARY BANK: JPMORGAN CHASE NEW YORK

Address Bank:

345 PARK AVENUE

NEW YORK - NY 10154

ABA:

021000021

SWIFT:

CHASUS33

BENEFICIARY BANK:

EBNA BANK N.V.

ADR-BENE-BANK:

AMACO BUILDING 36-B

ZEELANDIA CURACAO, NETHERLANDS ANTILLES

ACCOUNT BENE BANK:

0011990850

ULTIMATE BENEFICIARY:

Totalmar Navigation Corp.

Account Ultimate Beneficiary: 201389

CLAUSE 36 VESSEL'S DESCRIPTION

VESSEL'S IS DESCRIBED AS FOLLOWS: NAME M/V GOLDEN WISH OR SUB IN OWNERS OPTION AS DESCRIBED IN ATACHEMENT.

CLAUSE 37: AGENCY

OWNERS TO APPOINT AGENTS AT BOTH LOAD AND DISCHARGE PORT.

CLAUSE 38: MARKING BILL OF LADINGS

BILL OF LADING FIGURES TO BE USED AS PER SHIPPERS QUANTITY. BILL OF LADING TO BE MARKED "FREIGHT PAYABLE AS PER CHARTER PARTY"

CLAUSE 39: LEGAL PRIORITY

CHARTER PARTY TERMS SHALL ALWAYS SUPERSEDE BILL OF LADING TERMS WHENEVER CONTRADICTORY.

CLAUSE 40: CONFIDENTIALITY

ALL CONDITIONS AND TERMS HEREIN STATED SHALL BE DEEMED STRICTLY PRIVATE AND CONFIDENTIAL, AND NOT TO BE DISCLOSED OUTSIDE OF THE OFFICES OF THE PARTIES CONCERNED.

CLAUSE 41: CLEANING HOLDS

THE CHARTERERS SHALL PROVIDE AND PAY FOR ALL DUNNAGE AND SECURING AND ESPECIAL MATERIAL AS REQUIRED FOR THE PROPER STOWAGE AND PROTECTION OF THE CARGO ONBOARD.

CLAUSE 42: MAINTERMS AS AGREED BETWEEN CHARTS & OWNERS

MV M/V GOLDEN WISH AS PREVIOUSLY DESCRIBED

- -SUB CHRTS APPR BY OWNERS PLEASE SUPPLY CHARTERERS NAME, FULL STYLE, BANK REFERENCES, MIC PHONE, E-MAIL ETC
- -MIN PCS OWNERS GUARANTEE TO LOAD UNDER/ON DECK AND HATCH COVERS MIN 435 PIECES POLICARBONATE STEEL PIPES(DIMENSIONS GUARANTEED BY CHRTS 12.192 M LENGHT - 2.60 M OUTER DIAMETER-12.3MT WEIGHT PER PIECE-STWOING MAX UPTO 6 TIERS MASTER'S OPTION) AND UPTO



ORIGINAL

RIDER CLAUSES TO CHARTER PARTY DATED 23RD NOVEMBER 2007 MV SKALA LOADING: PORT OF SHANGHAI, CHINA; DISCHARGE PORT: MARACAIBO, VENEZUELA; CARGO WATER PIPES, OWNERS MESSRS. TOTALMAR NAVIGATION CORP, CHARTERERS ATN INDUSTRIES INC.

FOR OWNERS

FOR CHARTERERS

ATN INDUSTRIES INC

TOTALMAR NAVIGATION CORP.

Totalmar Navination Corp.

As

1475M/V "GOLDEN WISH"

All figures / details are given in good faith and wog

1.General

1.1 Vessel's name: MV GOLDEN WISH

1.2 Vessel's previous name: KEN EXPLORER / BORON EXPLORER

1.3 Flag: PĀNAMA

1.4 Month / Year and Where Built: 1997/JAPAN

1.5 Yard name and number: TSUNEISHI SHIP BUILDING CO LTD YARD No. 1090

1.6 Official Class Register / IMO number: /9146962

1.7 Class of Vessel: KOREAN REGISTER OF SHIPS

1.8 Port of Registry: PANAMA

1.9 Owners: GOLDEN WISH SHIPPING CO. PANAMA

2.Particulars of Vessel

2.1 Type of Vessel: BULK CARRIER FLUSH DECK WITH F'CASTLE

2.2	- 2	Deadweight	Draft	TPI/TPC
	Summer	45,719	11.62	49.83 MT
	Winter	44,515	11.378	49.65 MT
	Tropical	46.928	11.862	49.95 MT

2.3 Is Vessel fitted for Transit of:

a) Panama Canal YES b) Suez Canal YES

c) St. Lawrence Seaway NO

d) Not applicable

2.4 Not applicable

2.5 Not applicable

2.6 GT / NT:

2.7 International: 26.058 / 14,872 Sucz : 26,808 / 24,202.34

Panama : 21,673 2.8 Length Overall: 185.74 M

2.9 Length between perpendiculars: 177.00 M

2.10 Extreme breadth and depth moulded: 30.4 M/ 16.50 M

2.11 Distance from waterline to top of hatch coaming (basis full bunkers)
a. Fully laden conditions 6.32 M at even keel summer draft

Full ballast condition (excl. ballast holds) No.1 13.08M No.5 11.25M
 Full ballast condition (incl. Ballast holds) No.1 9.94M No.5 9.29M

2.12 State Vessel's deballasting time in mt/hour: ABOUT 600 M3 / HOUR

2.13 Vessel can accept loading rate of (metric tons per hour): 2,300 MTS/HR 2.14 Distance from Keel to top of hatch coaming: 17.9 M

No.1 17.9 M No.2 to No.5: 17.9 M Highest fixed point of Vessel: 45.11 M

2.15 State Capacity of:

a. Ballast Tanks: 14,833 M3

b. Hold Ballast Capacity:

c. Constant excluding Fresh Water: ABOUT 220 MT Daily Fresh Water Consumption: ABOUT 12 MT

Fresh Water Capacity: 389MT

State Capacity and Daily Production of Evaporators: ABOUT 15.MT

Normal Fresh Water Reserve: ABOUT 150 MT

2.16 Vessel is fitted with Shaft Generator: NO

2.17 State Vessel's onboard Electrical Supply: 450V/60Hz

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3.1 Holds
       a. Number of Holds: FIVB (5)
b. Are Vessels Holds clear and free of any obstructions:
      c. Grain / Bale Capacity in Holds excluding Wing / Topside Tanks:
                  Grain
                                             Bale
                                             9,586.3
       No.1
              9,932.8
       No.2 11,753.5
                                             11,396.7
       No.3 11,285.2
                                             10,946.1
      No.4 11,747.9
No.5 10,276.6
                                             11,368.1
                                             10,053.3
       d. Grain / Bale Capacity in Holds including Hatchways:
                  Grain
              10,361.6
12,199.4
                                             10,015.1
      No.1
      No.2
                                             11,844.6
              11,731.1
12,193.8
                                             11.392.0
      No.3
                                             11,814.0
      No.4
      No.5 10,722.5
                                             10,499.2
      c. Is Vessel strengthened for the carriage of heavy cargoes: YES HO #2+4 MAYBE EMPTY
      f. Is Tanktops steel and suitable for grab discharge: YES
g. State whether corrugations vertical or horizontal: VERTICAL
           Tanktop Strength:
           No.1 and No.5: 13,73 MT/M2
          No.2 and No.4: ......Mt/M2
No.3: 21,94 MT/M2
Are Holds CO2 fitted: NO
           Are Holds litted with smoke detection system: NO
           Is Vessel fitted with Australian approved Hold ladders: YES
      1. Has Vessel a loadmaster computer / loadicator or other type of mechanical
           stowage calculator: YES
      m. Are Holds hoppered at: Hold Side: YES
Can Vessel's Holds be described as box shaped: NO
          Measurement of any Tank Slopes / Hoppering Height: 3,10.M
Distance from Vessel's Side at Tanktop: 14,69M
      o. Flat floor measurement of cargo Holds at Tanktop:
No.1 Hold: 27.00 M x (Fore)23.8 M / (Aft)10.90 M
No.2 Hold: 26.90 M x 23.80 M
          No.3 Hold: 27.00 M x 23.80 M
No.4 Hold: 26.90 M x 23.80 M
No.5 Hold: 27.00 M x 23.80 M (Fore/Aft)
          Is Vessel electrical ventilated: NO
3.2 Hatches
    a Number of Hatches: Five
    b. Make and Type of Hatch covers: HAKATA MAC CORP/FOLDING TYPE
    c. Hatch sizes
                    20.00 \times 15.30M
      No.1
      No.2/3/4/5 20.80 x 15.30M
    d.Hatch cover strength:NO 1 2.08 MT/M2 NO 2-5 1.75 MT/M2
    c. Distance from Ship's rail to edge of hatch covers / cosming each side:
No.1 PWD 3.6 M AFT 6.5 M
No.2 to No.5; 6.5 M
    f. Distance from bow to for of 1<sup>th</sup> hold opening:5.5 M
    g.Distance from stern to AFT of last hold opening:3.6 M
    h.Is vessel fitted with cement holes: Yes
11. Cargo Gear
11.1 State make and type: 4 Electro-hydraulic cranes MHI LTD JAPAN
11.2 Number and capacity of cranes and where situated: 4 x 25 T
      No.1 between holds 1 and 2
      No.2 between holds 2 and 3
      No.3 between holds 3 and 4
      No.4 between holds 4 and 5
11.3 Outreach of gear beyond ship's rail: 8M
11.4 Not applicable
11.5 Time needed for full cycle with maximum cargo lift on hook: about .... minutes
11.6 Slewing / luffing / hoisting speeds: .... RPM / ... SECS / .... M PER MIN 11.7 Is gear combinable for heavy lift; NO
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11.8 Are winches electro-hydraulic: YES



EXHIBIT 10



Caraças, 06 de Mayo de 2008

Sres. **Totalmar Navigation Corp Inc.**Presente.-

A CONTRACTOR OF THE PARTY OF TH

Estimados señores:

Por medio de la presente les solicitamos de manera oportuna el resarcimiento de los daños causados a 16 Tubos Averiados, con las siguiente características: tubería de acero aliado con extremos biselados para soldar fabricadas según especificaciones AWWA C-200 ò equivalentes con material de características metalúrgicas similares al correspondiente al ASTM A-36 o al API Norma 5L Grado B.; diámetro nominal: 2.600 mm.; espesor mínimo: 15.88 mm.; longitud nominal: 12mts.; revestimiento exterior: brea epoxi-poliamida con espesor de 16 mils.; revestimiento interior: brea epòxica inerte espesor total de 16 mils.; ò esmalte de alquitrán de hulla (AWWA C-203) correspondiente al **Buque Majartta**; según se detalla en cuadro anexo y cuyos daños se generaron durante la travesía marítima.

Por lo que requerimos que nos paguen de inmediato el monto correspondiente a la indemnización de los daños causados.

El monto del presente reclamo es de Trescientos Tres Mil Doscientos Noventa y Dos Dólares con Noventa y Seis Centavos (\$.U.S. 303.292,96)

Sin más a que hacer referencia y quedando de ustedes se despide;

Atentamente,

José Martín Olivares. Presidente O IN THE HEALT INC.

V

e-mail: atnind@bellsouth.net

BUQUE MAJARTTA

Buque:	Majartta	
Fecha de Arribo	25 FEB 08	
No. Total de Tubos	485	
No. Tubos que Presentan Daño	16	
Tipo de Tubos	2.600mm	
Características del Tubo	Tubería de Acero aliado con extremos biselados para soldar fabricadas según especificaciones AWWA C-200 o equivalentes con material de características metalúrgicas similares al ASTM A-36 o al API Normal 5L Grado B.; diámetro nominal: 2.600mm.; espesor mínimo: 15.88mm.; longitud nominal: 12 mts.; revestimiento exterior: brea epoxi-poliamida con espesor de 16 mils.; revestimiento interior: brea epóxica inerte espesor total de 16mils., o esmalte de alquitrán de hulla (AWWA C-203).	
Costo por Unidad de los Tubos	\$.U.S. 18.955,81	
Costo Total de Tubos Dañados	\$.U.S. 303.292,96	

